

CONTRACT BETWEEN
THE TOWN OF WEST HARTFORD
AND
WEST HARTFORD POLICE OFFICERS ASSOCIATION
2004 - 2011

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PREAMBLE

This agreement is entered into by the Town of West Hartford hereinafter referred to as the Town, and the West Hartford Police Officers Association, or its successors, hereinafter referred to as the Union, pursuant to Connecticut General Statutes, Section 7-469, as amended.

ARTICLE I

Recognition

West Hartford Police Officers Association has been selected as the representative for the purposes of collective bargaining by all regular, full-time, uniformed and investigatory employees, including Captains, Lieutenants, Sergeants, Detectives, Police Officers, and Animal Control Officers excepting the Chief and Assistant Chief (but excluding school crossing guards, clerks, mechanics, Parking Monitors and equipment maintenance employees), employed by the Town of West Hartford, and that said West Hartford Police Officers Association is the exclusive representative of all said employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE II

Union and Town Security

Section 1

- (a) Any employee who is a member of the Union on the effective date of this agreement, or who thereafter joins the Union during the term of this agreement shall remain a member of the Union in good standing as a condition of employment with the Town for the duration of this agreement. For the purpose of this section, an employee shall be considered a member of the Union in good standing if he/she pays monthly dues and assessments uniformly required of all members.
- (b) Any employee who, for whatever reason, elects to refrain from Union membership, shall become an agency fee payor and shall remain an agency fee payor in good standing as a condition of employment with the Town for the duration of this agreement. For the purpose of this section, an employee shall be considered to be in good standing if he/she pays monthly fees and assessments uniformly required of all agency fee payers.

Section 2

The Town agrees that upon the written authorization of any employee in the bargaining unit, as defined above, it will make a monthly deduction from the wages of such employee of an amount authorized by him/her. Such deduction shall be discontinued in the event of termination of the employee's services. All such requests shall be on forms provided by the Town and shall be submitted to the Finance Department at least fifteen (15) calendar days before they are to become effective. No refund will be made to any employee in the event of his/her failure to comply with this provision nor will any refund be made for any dues deducted if the employee does not comply to the Union security section of this Article. All deductions under this section will be made from wages payable on the first regular payroll of each month.

Section 3

The total amount deducted each month in accordance with the provisions of this agreement will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary-Treasurer of the Union. Such remittance shall be made by the last day of the month in which deductions are made. The obligation of the Town for funds actually deducted under this section terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Finance Director within sixty (60) calendar days after the date such deductions were or should have been made.

Section 4

The Union agrees that it will not call or support any strike, work stoppage, work slow down or any action against the Town that would impede the proper functioning of the Town government at any time. The Town agrees that it will not lock out any employees at any time.

ARTICLE III

Management Rights

Section I

The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

- (a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- (b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- (c) To discontinue processes or operation or to discontinue their performance by employees.
- (d) To select and to determine the number and types of employees required to perform the Town's operations.
- (e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the department.
- (f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town. Provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- (g) To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- (h) To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purposes or intentions of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

Section 2

The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of Statutory and Charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights shall be subject to the grievance procedure described in this agreement.

ARTICLE IV

Grievance Procedure

Section 1

A grievance shall be defined as a claim by an employee or the Union that there has been a violation, misinterpretation or misapplication of the specific provisions of this agreement, or that an employee has been disciplined or discriminated against without just cause, or that the health or safety of employees has been endangered. Grievances shall be settled in the following manner:

Step 1. The aggrieved employee, who may be represented by a Union representative, shall present in writing the grievance or dispute to the captain in charge or, in the absence of the captain, to the next subordinate officer in charge within ten (10) calendar days of the date of the grievance or his/her knowledge of its occurrence. The written grievance shall include a statement of the grievance and facts involved, the alleged violation of the agreement, and the remedy requested.

Within seven (7) days after said captain (or next subordinate officer) receives such grievance, he/she shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The captain (or next subordinate officer) shall render his/her decision within seven (7) calendar days after the grievance hearing.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Chief of Police within ten (10) calendar days after the supervisor's response is received. Within seven (7) days after the Chief of Police receives such grievance, he/she or their designated representative, shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Chief of Police or his/her designated representative shall render his/her decision in writing within seven (7) calendar days after the grievance hearing.

Step 3. If the grievance has not been settled, it shall be appealed to the Town Manager within ten (10) calendar days after the decision of the Chief of Police is received. Within seven (7) calendar days after the Town Manager receives such grievance, he/she or his/her designated representative shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Town Manager or his/her designated representative shall render his/her decision in writing within seven (7) calendar days after the grievance hearing.

Step 4. If the grievance has not been settled, it may be appealed ten (10) calendar days after receipt of such answer, to the Personnel Board. Said Board shall hear and act on such grievance in accordance with its rules of procedure and render a decision in writing within

forty-five (45) calendar days after such grievance is submitted. Such hearing shall be before the full Board if requested by either party at the time the appeal is submitted, or within three (3) calendar days thereafter. If a full Board is not specifically requested, and if an even number of Board members is present, the parties shall establish by lot (or other mutually agreeable method) an odd number of panel members in order to avoid a tie vote.

Step 5. If the Union or the Town is not satisfied with the decision of the Personnel Board, it may within fifteen (15) calendar days after receipt of the decision submit the grievance to arbitration with a copy to the Town Manager. Arbitration shall be by the State Board of Mediation and Arbitration, except in the case of grievances involving discharges, which may at the option of the Town or the Union be submitted to The American Arbitration Association. If either party exercises such option, the parties shall share equally the costs of arbitration. If the Town chooses to exercise such option, it must do so within five (5) calendar days after receipt of the copy of the Union's submission to arbitration. The arbitrator shall be limited to the express terms of the contract and shall not have the power to modify, amend or delete any of the terms or provisions of the agreement. The decision of the arbitrator shall be final and binding on the parties.

Section 2

Grievances involving discharge, suspension, and demotion, following disposition by the Chief of Police, shall be processed beginning at the fourth (4th) step; however, such grievance must be filed in writing with the Personnel Board within fourteen (14) calendar days of the effective date of the disciplinary action. Grievances involving written reprimands, following disposition by the Chief, shall be processed beginning at Step 3; however, such grievance must be filed in writing with the Town Manager or his designee within seven (7) calendar days of receipt of the written reprimand by the employee.

Section 3

Failure at any step to appeal within specified time limits shall be considered acceptance of the decision rendered. Failure of the Town to render a decision within the specified time limits shall be grounds for appeal to the next step. The time limits specified herein may be extended by agreement of the interested parties.

Section 4

The Town shall not object to the use by the Union of a public stenographer or a mechanical recording device at Step 4 of this procedure.

Section 5

All answers at any stage of this procedure shall be in writing to the aggrieved employee and the Union.

Section 6

Once a written grievance is submitted as required, and in the form described in Step 1, the grievance and the remedy requested cannot be amended, modified, added to or changed after submission to Step 3 of the Grievance Procedure, except to reflect newly discovered facts. A copy of the Step 2 grievance and response shall be submitted to Step 3.

Section 7

The Union and the Town shall take appropriate steps to combine grievances which they agree arise out of the same subject or event in order to avoid the necessity of processing and hearing several grievances. It is understood that decisions and remedies in such combined cases may vary based on the facts of each case.

Section 8

Probationary officers shall have the same right to union representation as have permanent employees at disciplinary meetings and throughout this grievance procedure, but probationary employees shall have no access to the grievance procedure in cases of dismissal.

Section 9

Upon request of the affected employee, the Town will seek approval of the State of Connecticut Public Records Administrator for the removal of records of any disciplinary action from all personnel files (and in any event may not be used against the employee) after a period of five (5) years. In addition, upon request of the affected employee, the Town will seek approval of the State of Connecticut Public Records Administrator for the removal of records of any disciplinary action less serious than a suspension from any personnel files (and in any event may not be used against the employee) after a period of one (1) year without further discipline for the same offense.

ARTICLE V

Holidays and Vacations

Section 1

(a) In lieu of payment for each of the holidays listed below as they occur throughout the year, each employee shall receive with his first paycheck due in January of each fiscal year a lump sum computed as follows: One (1) day's pay (one-tenth (1/10th) of his biweekly pay rate) at the appropriate rate for the rank and step occupied by the employee on the first day of the fiscal year, multiplied by the number of holidays listed below. In fiscal years when a

general increase becomes effective on other than July 1, the lump sum payment shall be increased to reflect the higher rate of payment for holidays which fall after the effective date of the increase. The lump sum shall be decreased to reflect no payment for any holiday during the fiscal year on which an employee is not on the payroll, or is on leave without pay, or is on suspension for just cause. Employees who do not become employed until after January 1 of a fiscal year shall not receive the appropriate lump sum payment until the end of the fiscal year, and those whose employment terminates for any reason prior to the end of the fiscal year shall reimburse the Town for that portion of the lump sum payment representing holidays on which he is not an employee, such reimbursement to be by withholding from his final paycheck.

(b) Each employee may elect to take any of the holidays listed below in compensatory days off, and to have the lump sum specified in the preceding paragraph reduced accordingly. Such election must be made during the preceding fiscal year in time for consideration when the departmental budget is being prepared. Compensatory days off must be scheduled by agreement with the appropriate superior officer in the same manner as vacation or other days off.

Section 2

The following holidays are the official holidays referred to in Section 1 above:

| | | |
|-----------------------|------------------|------------------|
| New Year's Day | Good Friday | Columbus Day |
| King's Birthday | Memorial Day | Veterans Day |
| Lincoln's Birthday | Independence Day | Thanksgiving Day |
| Washington's Birthday | Labor Day | Christmas Day |

Section 3

(a) Effective upon hiring, each employee shall receive one (1) day of vacation leave with pay for each full calendar month of employment he will have completed on June 30 of that fiscal year, to a maximum of ten (10) such vacation days. Effective July 1, in each fiscal year, each employee who has or will have completed one (1) year but less than four (4) years of service on June 30 of such fiscal year, shall receive two (2) calendar weeks of vacation leave with pay in such fiscal year. In each fiscal year, each employee who has or will have completed four (4) years but less than fourteen (14) years on June 30 of such fiscal year, shall receive three (3) calendar weeks of vacation leave with pay in such fiscal year. In each fiscal year each employee who has or will have completed fourteen (14) but less than twenty-four (24) years of service on June 30 of such fiscal year, shall receive four (4) calendar weeks of vacation with pay in such fiscal year. In each fiscal year, each employee who has or will have completed twenty-four (24) or more years of service on June 30 of such fiscal year, shall receive five (5) calendar weeks of vacation leave with pay in such fiscal year.

(b) In addition, immediately on completion of the number of full years of service indicated below, the following number of vacation days shall be credited to all classified employees as follows:

| | |
|------------------------|------------------------|
| 10 full years - 1 day | 20 full years - 1 day |
| 11 full years - 2 days | 21 full years - 2 days |
| 12 full years - 3 days | 22 full years - 3 days |
| 13 full years - 4 days | 23 full years - 4 days |

Section 4

Unused vacation leave in excess of forty (40) working days for employees with less than twenty (20) years of service and unused vacation leave in excess of fifty (50) days for employees with twenty (20) years or more of service shall revert to the Town at the end of each fiscal year.

Section 5

For the purpose of computing vacation leave, only dismissal or resignation will break continuity of service. If an employee voluntarily resigns from all employment with the Town and is subsequently reappointed, he/she will be considered as a new employee, and he/she will have a new employment date for the purposes of seniority, longevity, and vacation leave accrual. Leave of absence without pay will defer vacation leave accrual during such leave.

Section 6

Upon the request of an employee leaving on vacation, he/she may receive pay checks that would otherwise be distributable to him/her during the vacation.

Section 7

(a) Any employee who leaves the Town's service for any reason with less than six (6) months of service shall repay the Town for any vacation leave taken, and any employee who leaves the Town's service for any reason with less than twelve (12) months of service shall repay the Town for any vacation leave taken in excess of one (1) week.

(b) Any employee who leaves the Town's service for any reason with more than twelve (12) months of service shall repay the Town for any vacation leave taken in excess of a prorated portion of the vacation with which he/she was credited on the first day of the current fiscal year, reflecting the portion of that fiscal year which he/she has not yet worked.

(c) Paragraphs (a) and (b) above shall not apply to vacation leave carried over from a previous fiscal year, nor to vacation days credited under Section 3 (b) above. Paragraph (b) above shall not apply to any employee who has completed at least six (6) months of service

during the fiscal year, and who is retiring with at least twenty (20) years of service or with a disability suffered in the line of duty as defined in the Town Pension Plan and Article VIII, Section 4 of this Agreement.

(d) Employees who leave the Town service for any reason shall be granted vacation leave that has accrued but has not been used prior to the effective date of such action, subject to the provisions of paragraphs (a) through (c) above. Vacation leave shall not further accrue during the period of terminal vacation leave. Upon the death of an employee, payment for vacation leave that has accrued but has not been used prior to the date of death shall be paid to the person or persons entitled by law to receive any other compensation due the employee.

(e) An employee who is retiring may elect not to use all of his/her vacation prior to retirement, and may instead receive payment for such unused vacation at the rate in effect immediately prior to his/her retirement. Such payment shall be in the nature of severance pay, and shall neither be included in final average compensation for the pension benefit compensation nor be subject to employee pension contribution deductions. It is understood it may be necessary for the Town to postpone such payment into the next year in order to accomplish the result specified in the preceding sentence.

Section 8

Employees may take their vacation leave, in accordance with schedules established by the department head, throughout the fiscal year. The department head may, however, limit the number of employees on vacation at any time because of the operating requirements of the department and may further provide that no employee may take more than three (3) consecutive vacation weeks during the months of July, August, November, and December. In the event there is a conflict concerning the choice of vacation weeks (5 consecutive days off) between employees, the department head shall give preference on the basis of greatest length of service in the highest classification, but his/her decision will be final. Employees must submit a memorandum requesting vacation at least four (4) weeks in advance of the dates requested or will forfeit his/her rights of seniority in the event of a conflict.

Section 9

Vacation periods may be broken down into periods shorter than one (1) week.

Section 10

In the event of illness during an employee's vacation period, the employee shall be given the option of charging the sick days to his/her sick leave, providing a doctor's certificate verifies illness and the period of illness.

ARTICLE VI

Leave Provisions

Section 1

Sick leave shall not be considered as an entitlement which an employee may use at his/her discretion, but shall be allowed only in case of necessity arising from actual sickness or disability to the employee, or to meet dental appointments, or to take physical examinations or other sickness prevention measures, except as provided below.

Section 2

One years sick leave (15 days) shall be posted to each employee's credit with the first paycheck due the employee in July of each fiscal year. Each employee hired after the start of the fiscal year shall receive one and one-quarter days of sick leave for each full calendar month of employment the employee will have completed on June 30th of that fiscal year. Unused sick leave in excess of 175 working days shall revert back to the Town at the end of each fiscal year (June 30). Any employee who leaves the Town service for any reason shall repay the Town for any sick leave taken in excess of a prorated portion of the days with which they were credited for the current fiscal year, reflecting the portion of that fiscal year which they have not yet worked.

Section 3

No provision of the agreement is to be construed as preventing the Chief from withholding sick leave when, in his/her opinion, an employee is not entitled to it in view of its purposes as stated above.

Section 4

Notwithstanding the foregoing provision regarding maximum accrual of paid sick leave, any employee may be granted additional paid sick leave upon joint approval of the Chief and the Town Manager. Consideration of such approval shall take into account personal hardship, the nature of the illness, the employee's service record and the length of service, and the needs of the Town service.

Section 5

In all cases of sick leave with pay the Chief may require a certificate from a licensed practitioner of medicine or surgery, or both, verifying the need for sick leave. If the Chief requests a certificate from a specific doctor, the Town will pay the cost of such certificate.

Section 6

Sick leave shall not accrue during any leave of absence without pay. Sick leave credited as of July 1st shall be adjusted downward in accordance with this section.

Section 7

Upon separation from Town service for any reason except death or retirement under the Town Pension Plan, unused accrued sick leave shall revert to the Town. In the case of death or retirement under the Town Pension Plan, an employee shall be paid at that employee's regular rate for two-thirds ($2/3$) of the sick leave accrued to their credit up to one hundred fifty (150) working days accrual, (i.e., one hundred (100) working days payment.) Upon retirement, and for the purpose of calculating pension benefits only, sick leave shall be calculated as one-half ($1/2$) of the sick leave accrued to the employee's credit up to one hundred twenty (120) working days accrual, i.e., sixty (60) working days payment, plus one-fifth ($1/5$) of the additional sick leave accrued to the employee's credit up to an additional fifty (50) working days accrual, i.e., ten (10) working days payment, but, in any case, not to exceed one hundred seventy (170) working days. The number of sick leave days calculated for pension purposes shall be multiplied by twelve (12) and multiplied by the employee's biweekly rate divided by eighty-four (84) as follows:

$$(calculated\ sick\ days) \times (12) \times (biweekly\ rate/84)$$

An employee retiring under the Town Pension Plan may elect instead to be paid at his/her regular rate for all of the sick leave accrued to his/her credit up to one hundred fifty (150) working days accrual, but if he/she so elects, none of such payment shall be included in his/her compensation for purposes of pension computations.

Effective August 1, 2006, for employees hired on or after August 1, 2006, sick leave buy-outs will not be included in the calculation of average final compensation for the purposes of calculating pension benefits. However, such employees who retire immediately upon separation from town service with 20 years of service, but less than 25 years of service (exclusive of buy back time), shall be paid at the employee's regular hourly base rate for two-thirds ($2/3$) of their actual leave accrued up to the maximum accrual limit of one hundred fifty (150) working days (i.e., one hundred (100) working days payment.) Employees who retire immediately upon separation from town service with 25 or more years of service (exclusive of buy back time) shall be paid at their regular hourly base rate for all sick leave accrued to their credit up to the 150 working days maximum accrual limit.

Section 8

Up to five (5) days of an employee's accumulated sick leave may be used in any fiscal year to attend to a sickness or disability in the immediate household where the employee's presence is essential, and up to an additional ten (10) days per year may be used if granted at the sole discretion of the Chief or his/her designee. Upon written request to the Police Chief, an employee may be authorized to utilize additional paid sick leave in any fiscal year, with the approval of the Police Chief and the Director of Employee Services, for the serious health condition of a parent, child or spouse in accordance with provisions of the Family and Medical Act, up to an employee's available accrued sick leave balance.

Section 9

Up to three (3) days may be used in any fiscal year, without deduction from sick leave, for personal business which cannot with reasonable convenience be conducted outside regular working hours. Such days must be scheduled by agreement with the appropriate superior officer in the same manner as vacation or other days off.

Section 10

In the event of death in the immediate family of an employee, said employee will be granted funeral leave, if required with pay, in the amount of three (3) calendar days. In the event of death of the employee's aunt or uncle, funeral leave will be granted, if required, with pay, for one (1) calendar day. Such leave shall not be charged to said employee's sick leave or vacation leave. Funeral leave will be granted by the employee's Department Head or his/her designee. Extension of this provision may be granted by the Chief or his/her designee for unforeseen hardships and travel time.

Section 11

For the purpose of the preceding section, the phrase "Immediate Family" shall be construed to mean any of the following: father, mother, spouse, child, sister, brother, grandparent or grandchild of the employee, or of the spouse of the employee, or any other relative who is an actual member of the household.

Section 12

(a) Any employee may request a leave of absence without pay, which may be granted or denied in the absolute discretion of the Chief. If such leave is granted, the employee and dependents shall remain enrolled in the Town's medical insurance plans, with the Town paying the cost of coverage for the month in which the leave commences plus one (1) additional month (six (6) additional months in the case of leave without pay for medical reasons, as verified by a physician's certification), and the employee paying the cost of such coverage thereafter. The employee shall not accrue holidays, sick leave, pension credits or other benefits during a leave

without pay, but upon his return such benefits will be reinstated at the same level they existed when the leave began. In the case of vacation, the employee's allowance for the current year will be prorated based on the number of months absence from active duty.

(b) The phrase "for medical reasons" may be applied to a situation that involves the illness of the employee's immediate family (parents, spouse, or children). Such application shall be determined on a case-by-case basis and shall take into account personal hardship, the nature of the illness, the employee's service record, and the needs of the Town. All such illnesses shall be verified by a physician's certification. Determination shall be made in the absolute discretion of the Chief.

Section 13

Police personnel may accumulate up to the maximum of forty (40) hours of compensatory time. Compensatory time will not be granted in lieu of pay for any private duty overtime. Compensatory time off must be scheduled by agreement with the appropriate supervisor in the same manner as vacation or other days off.

ARTICLE VII

Insurance Programs

Section 1: Health Insurance

A. On behalf of Town employees, the Town will maintain a group health PPO plan in accordance with the following, and referred to as the Town Plan. Unless specifically addressed in this article or the schedule of benefits as proposed in this 1998 plan design changes, it is the intent not to make any other health benefit changes to covered expenses, benefit limits, or reimbursement levels, except to convert from the indemnity plan to a PPO.

1. For covered services obtained within the PPO, a \$15 co-pay per visit with 100% reimbursement thereafter with no annual maximum coverage; general wellness care benefits payable at 100% with no deductible or co-pay; a \$25 emergency room deductible if not admitted.

2. For covered services obtained outside the PPO, 80% co-insurance up to an annual out of pocket maximum of \$1,600 per individual/\$3,200 per individual plus one/\$5,000 per family; 50% co-insurance (up to 30 visits) for mental/nervous, alcohol, or drug abuse outpatient covered services; a \$75 emergency room co-pay per visit, if not admitted; a hospital or skilled nursing facility co-pay of \$200 per admission; and for all other covered services a calendar year deductible of \$250 per individual/\$500 per individual plus one/\$750 per family.

B. Effective October 2, 2000, each member shall pay 1.75% of their bi-weekly base wage, not to exceed 20% of the family COBRA rate, not to include the 2% administrative fee, toward the cost of their health benefits for the individual or dependent coverage desired as an active employee.

C. Employees shall have the option of being covered by either the Kaiser Permanente Health Maintenance Organization or the ConnectiCare HMO program if available. For those employees who choose HMO membership, the employee shall pay toward their health benefit an amount computed in the same manner as stated in Section 1B of the Article, plus any cost in excess of the coverage for the Town Plan. The Town assumes no responsibility for the administration of the HMO plans, or for any aspect of its operation, including eligibility, cost, coverage, or delivery of health services.

D. After initial enrollment, an employee may modify enrollment only during the annual enrollment period. However, changes in family status by birth, death, adoption, or marriage, or involuntary loss of coverage due to extenuating circumstances shall be made by the employee within thirty (30) days of the event.

E. Upon death of an active employee, medical benefits shall continue for a period of 36 months, to the surviving spouse and eligible dependents of the employee at the time of his/her death in the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required, and benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. Such continuation of medical benefits is intended to satisfy the requirements of COBRA and no further continuation shall be made.

F. The Town shall provide a Tax Savings Plan within the meaning of Section 125 of the Internal Revenue Code of 1996, as amended, and the income designated by the employee in compliance with such plan shall be excludable from the employee's taxable income as provided by law.

G. The parties agree that the Town Health Plan constitutes a self-funded non-federal governmental plan and the parties agree that it be exempted from all of the Health Insurance Portability and Accountability Act (HIPAA) requirements except certification.

Section 2: Prescription Drug Program

A. Effective July 1, 2006, the Town will maintain a prescription drug program, on behalf of Town employees, in accordance with the following:

1. co-pay of \$3-generic; \$15 brand;
2. network of providers;

3. no maximum annual benefit;
4. co-pay of \$7 for sole source drugs;
5. out-of-network benefits shall be provided with a 20% employee co-pay with a minimum of \$3 for generic drugs, \$7 for sole source, and \$15 for brand drugs and no mail order.
6. mail order co-pays of \$3 for generic; \$4 for single source; and \$7 for brand name drugs.
7. Prescription drug contraceptives methods approved by the Federal Food and Drug Administration (FDA) in accordance with state statute will be covered under the Prescription Drug Program, at same Copay as any other drug.

Section 3: Retiree Health and Prescription Drug Plan

- A. 1. For purposes of this Section, employees hired prior to July 1, 1986, the term "retired employee" shall be limited to those who are eligible to receive, and who actually do receive, either an early (reduced) or normal (unreduced-20 years) retirement benefit under the Town pension plan immediately upon separation from Town service.
2. For purposes of this Section, employees hired on or after July 1, 1986 and prior to August 1, 2006, the term "retired employee" shall be limited to those who are eligible to receive, and who actually do receive, a normal-20 years (unreduced) retirement benefit from the Town pension plan immediately upon separation from Town service.
3. For purposes of this Section, any member who is hired by the Town on or after August 1, 2006, the term "retired employee" shall be limited to those who have:
- completed 25 years of credited service; and
 - who actually do receive, a normal unreduced retirement benefit from the Town Pension Plan immediately upon separation from Town service.
 - Members retiring without the above conditions will not be eligible for Retiree Health and Prescription Benefits at retirement or any time thereafter.
4. Notwithstanding any other provision of this Section 3, for retirements effective on or after July 1, 1987, the Town shall provide and pay the full cost, for employees who retire because of an on-the-job disability as defined under section 30-53E of the Town Pension Plan, for the same hospital, medical service and major medical insurance programs which apply to an employee who receives a normal (unreduced) pension. However, an employee who retires because of any other disability shall not be eligible

for such medical insurance programs unless he/she meets the requirements of Section 3 (A)(1), Section 3 (A)(2) or Section 3 (A)(3) above, whichever is applicable.

B. Subject to the limitations set forth in Section 3 above, the Town will provide and pay the cost for the membership of each individual retired employee and his/her enrolled dependents in the same health and prescription drug programs which he/she enjoyed immediately prior to his/her retirement, until retiree would have been age eligible for Medicare (Medicare Eligibility). Continuation of each Plan and Rider is contingent upon conditions established by the carrier.

C. The employee and their spouse, if any, shall be eligible for coverage during the employee's retirement until the employee is deceased (in accordance with Section 3 (G) of this Article) or no longer desires coverage. Only those eligible dependents of record at the time the employee retires shall receive retiree health insurance benefits in accordance with provisions of the health plan.

D. Effective July 1, 2006, active employees shall pay 1.65% of their bi-weekly base wage toward the cost of their retirement health benefits.

E. 1. At Medicare eligibility, the retired employee's health insurance coverage shall be converted, at the employee's option, to either a Medicare Supplement or Medicare Risk (HMO) Plan (if available); and continuation in either Plan is contingent upon conditions established by the carrier.

2. It is assumed that the retired employee is covered by Medicare - Part A and Part B. The retired employee is automatically covered by Part A if they are eligible for Social Security, and will not be required to purchase Part A coverage if they are not eligible. Enrollment in Part B and payment of the premium is the retired employee's responsibility. Whether enrolled or not, the Town Plan will only pay for the amount normally payable under the Town Plan minus the amount payable under Medicare Part A and Part B for the same expenses, unless the retiree provides documentation to the Town that they are not eligible and do not have Part A coverage, in which case the Town will cover Part A expenses.

3. For retired employees who participate in the Medicare Risk Plan, the Town will reimburse them for the Medicare Part B premium, up to the cost of one-half of the Town's Medicare Supplement equivalent rates for individual coverage minus any supplement the Town pays toward the Medicare Risk Plan. This reimbursement shall continue only as long as the retired employee remains in the Medicare Risk Plan.

F. At age eligibility for Medicare, the retired employee's prescription drug plan shall be the same plan as is available to active employees, or if covered by the Medicare Risk (HMO) Plan (if available), would be covered by that Plan.

G. 1. For those employees who retire on or after October 2, 2000, upon death of the retiree, medical benefits shall continue, for a period of twelve (12) months, to the surviving spouse and eligible dependents into the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required during this twelve (12) month period, and benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. This twelve (12) month continuation of medical benefits is intended to be applied to meeting the requirements of COBRA and any further continuation shall not exceed the COBRA limits.

2. Upon death of a retiree who retired after July 1, 1975, their eligible dependents may continue to participate in the Town's Group Health Plan. The Town will administer such participation, provided the entire cost of the coverage is borne by such dependents.

Section 4 - Cost Containment

(A) The Town may at any time and from time to time change the carriers for any of the foregoing insurance, provided that the benefits shall be the equivalent or better than those provided in the above referenced coverages, as of the date of this Agreement. On or after July 1, 1986, the Town may also elect to implement a health insurance cost containment program which complies with the guidelines set forth in the memorandum of understanding executed in conjunction with this agreement.

(B) Carriers

The size and scope of a preferred provider network of physicians, hospitals, dentists, optometrists, etc., shall not be a factor in determining the duplication of benefits by an insurance carrier or third party administrator. It is agreed that an alternative preferred provider network can be selected by the Town provided that the new preferred provider network includes seventy-five percent (75%) of the overall number of hospitals and physicians in Hartford County of the original preferred provider network (PHS network) of hospitals and physicians at the time of the proposed change. The town retains the sole and exclusive right to select and/or change insurance carriers, third party administrators, or preferred provider networks. The Town agrees to review any proposed changes with the Union prior to implementation, and if there is disagreement on the level of benefits, coverages or services provided with the proposed insurance carrier and/or preferred provider network, the Union may demand collective bargaining up to and including the issue to binding arbitration.

In addition, if either Hartford Hospital or St. Francis Hospital are dropped from the network or are not in any network, the parties agree to negotiate the impact, if any, to either party, of such action. Services provided by either hospital will be covered in accordance with the in-network benefit schedule until the issue is settled. It is agreed that after sixty (60) days of a request to negotiate the impact of either or both hospitals not being in the network, either party may give notice of intention to proceed to arbitration. Arbitration shall be by the American Arbitration Association and the parties shall equally share the cost of Arbitration.

Section 5 - Life Insurance

The Town will participate in a group life insurance plan which provides each employee with coverage equal to his or her annual base rate of pay (rounded to the nearest one thousand dollars (\$1,000)). Such insurance shall not exceed the IRS cap for non-taxable employee life insurance benefits (which is currently \$50,000). The plan will pay double indemnity in the case of death in the line of duty. Each employee who retires after July 1, 1981 will have his or her group life insurance automatically reduced to twenty-five percent (25%) of the amount of life insurance in force immediately prior to retirement, not to exceed seven thousand five hundred dollars (\$7,500) coverage. Subject to the limitations set forth in Section 3 (A) the cost of such reduced insurance for past and future retirees shall be paid by the Town, but the balance of the employee's group life insurance may be converted and paid for by the retired employee, in accordance with the terms of the group life insurance plan.

Section 6 - Dental Insurance

The Town will maintain a dental program, on behalf of Town employees, in accordance with the following:

- A. \$50 single/\$100 individual +one/\$150 family deductible
- B. \$1,000 maximum benefit/per person/per calendar year
- C. network of providers
- D. 100% coverage for preventive services/80% coverage for basic services after deductible.
- E. Out-of-network benefits shall be provided by employee paying the bill then submitting to carrier for reimbursement. Reimbursement will assume total charges at 80% of the reasonable and customary and then applying the plan provisions for deductibles and reimbursement levels.
- F. Employees shall contribute 0.25% of their base pay toward the cost of the premium for this benefit.

Section 7 - Funeral Expenses

The Town will reimburse all funeral and cemetery expenses for bargaining unit members killed in the line of duty, upon proof of payment, not to exceed fifteen thousand (\$15,000) dollars in the case of any employee.

Section 8: Vision Care

Effective July 1, 2006, the Town shall provide and pay the cost, for active employees and qualified dependents, for a "basic" networked vision care program as outlined in Attachment

A. For each retiree eligible for health insurance benefits as defined in Article VII, Section 3 (A)(1),(2), and (3) and their eligible dependents, one (1) vision examination related to refractive errors shall be provided per year and be paid in full after a \$15 copayment up to reasonable and customary charges while covered by the Town's PPO Plan, until eligibility for Medicare Supplement Plan or Medicare Risk (HMO), as per practice.

ARTICLE VIII

Pensions

Section 1

Pursuant to a Memorandum of Understanding executed by the parties on or about June 4, 1976, the Town of West Hartford shall cover all employees and retired employees in uniformed and investigatory positions within the Police Department under the Town of West Hartford Pension Plan. The Town and such employees shall contribute to said Pension Plan in accordance with the provisions of said Pension Plan. Effective July 1, 2005, the Town shall cause Part D of the Pension Ordinance to be amended to provide that each employee of the bargaining unit included in Part D of the Pension Plan shall contribute two percent (2%) of their total compensation and,

An additional .5% per year starting 07/01/2005 for a total of 2.5%;
An additional .5% per year starting 07/01/2006 for a total of 3.0%;
An additional .5% per year starting 07/01/2007 for a total of 3.5%;
An additional .5% per year starting 07/01/2008 for a total of 4.0%;
An additional .5% per year starting 07/01/2009 for a total of 4.5%,
An additional .5% per year starting 07/01/2010 for a total of 5.0%,

plus one percent (1%) of their base wages, toward the cost of their pension.

Section 2

A. 1. The benefits shall be those provided in Part D of the Town's Pension Ordinance as adopted on July 20, 1976, as amended as a result of Case No. 7778-MBA-75, and as further amended effective July 1, 1986 pursuant to the terms of the 1985-1988 collective bargaining agreement between the parties. Effective July 1, 1988, the Town shall cause Part D of the Pension Ordinance to be amended to provide a retirement benefit without actuarial reduction for those retiring after twenty (20) years of service. Effective December 1, 1991, the Town shall cause Part D of the Pension Ordinance to be amended to provide a retirement benefit of two and one-half percent (2 ½%) of average final compensation multiplied by all years of credited service.

2. Any Part D member, hired on or after August 1, 2006, electing to retire under the town's Pension Plan with 20 years of credited service (exclusive of buy back time) shall be provided a retirement benefit of 50% based on an average of the member's three highest years of base salary. The calculation of pension benefits shall not include overtime, private duty pay, sick leave buyout, holiday pay, educational incentive or any compensation other than base salary as defined in the Pension Ordinance. Sick leave buyout (Article VI, Section 7) shall be paid to a maximum of 100 days, but like other compensation beyond base salary, shall not be included in pension computations.

B.1. Effective October 2, 2002, the Town shall cause the Pension Ordinance to be amended to reflect that no retirement allowance paid to any member under this plan including workers' compensation payments, if any, shall exceed ninety-five percent (95%) of the member's final base salary, as defined in Policy 95-6, in effect on July 1, 1998, of the Administrative Policies of the Pension Board in effect July 1, 1998, and including educational incentive pay (if any) and holiday pay.

2. The Town shall cause the Pension Ordinance to be amended to reflect that no retirement allowance paid to any member hired on or after August 1, 2006 under this plan, including workers' compensation payments, if any, shall exceed eighty-five (85%) of the member's final base salary, as defined in the Pension Ordinances, and excluding educational incentive pay (if any) and holiday pay.

C. Effective July 1, 2006, the Town shall cause Part D of the Pension Ordinance to be amended to provide a retirement benefit of eighty percent (80%) of average final compensation for thirty (30) years of service or more (excluding any buy back time). This will affect anyone on the payroll as of July 1, 2006 or hired thereafter.

Section 3

Notwithstanding the provisions of Article I of this Contract, for the purposes of this Article and this Article only, all employees holding uniformed and investigatory positions within the West Hartford Police Department, including that of Police Captain, Detective Captain, Police Lieutenant, Detective Lieutenant, Police Sergeant, Detective Sergeant, Police Officer, Detective, Animal Control Officer, and Assistant Animal Control Officer, are members of this bargaining unit and are covered by this collective bargaining agreement.

Section 4

For the purposes of interpretation and application of Section 30-53E of the Pension Plan, it is understood that:

(a) An employee is totally and permanently disabled from engaging in any substantial gainful employment in the service of the municipality, if after reaching the point of maximum recovery from his or her illness or injury, he or she is neither reinstated to his former position

nor offered alternate employment by the appointing authority at an annual rate of straight time compensation at least equal to seventy-five percent (75%) of his or her annual rate of straight time compensation in his or her former position.

(b) So long as such employee remains in such alternate employment he or she shall remain a member of Part C or Part D of the Pension Plan for all purposes, including the computation of employee and Town contributions, retirement eligibility date, and pension benefit computation, as if he or she had remained in his former position, and had received the salary increases uniformly applicable to his former position.

(c) If such employee rejects such alternate employment, or having accepted such alternate employment later voluntarily resigns, he or she shall have no further right to employment by the Town, and shall not be eligible for a disability pension, but shall be eligible for any other benefits for which he or she may qualify under the Pension Plan. If such employee accepts such alternate employment but is later terminated for cause, he or she shall be eligible for a disability pension from the date of his or her termination, but computed as of the date his alternate employment began. If he or she accepts such alternate employment and is later terminated for any other reason, including elimination of his or her position, he/she shall be entitled to a disability pension from the date of his or her termination, computed as of the date his or her alternate employment ended.

Section 5

(a) If an employee's retirement date is December 31, or before, they will be given the opportunity to either have their bi-weekly pay issued in accordance with the regular Town payroll or have a supplemental check issued for the days of employment through their retirement date that are not covered in the last regular pay period in December. Such supplemental check would be issued in December and be reflected on the employee's W-2 form for the calendar year.

(b) It is further agreed by the parties that all holidays from July 1 to December 31 will be included as part of the pension calculations, except for Part D members hired on or after August 1, 2006, provided the holidays are paid prior to the end of the calendar year in which the employee retires and included on the employee's W-2 form for the calendar year.

Section 6

The Town shall sponsor a deferred compensation plan in accordance with provisions of Section 457 of the Internal Revenue Code of 1986, as amended. Participation in the plan is at the employee's discretion. In lieu of eligibility for a 2% Pension COLA, employees hired prior to August 1, 2006, shall receive a Town match, on a dollar-to-dollar basis, each calendar year of the first \$1250 contribution by the employee toward the Plan.

Section 7

Effective January 1, 2007, employees may only buy back years of service from other entities during their first year of service with the Town or during their last year of service with the Town.

Section 8

The Town Pension Ordinance shall be amended to reflect that employees hired on or after August 1, 2006 shall receive an annual two percent (2%) cost of living increase as follows:

- Cost of living increases shall become payable each year on July 1, except that the first increase shall be credited no earlier than two (2) years following the employee's retirement date nor later than three years (3) years following the employee's retirement date.
- Cost of living increases shall continue to be provided annually until neither the retiree nor his/her spouse is eligible for pension payments.
- The cost of living benefit shall include all previous year's cost of living adjustments, so that there will be a compounding effect.
- Cost of living increases shall be calculated without regard to or inclusion of any portion of the retirement allowance which is payable to the member as a result of a retirement incentive.
- The cost of living increase provision shall not apply to employees who terminate with a deferred vested benefit.

ARTICLE IX

Pay Plans

Section 1

The bi-weekly rates of compensation shall be as set forth in the following schedule. Approximate annual equivalents are shown for purposes of reference. Shown below are the bi-weekly rates of compensation effective July 1, 2004; July 1, 2005; July 1, 2006; July 1, 2007; July 1, 2008; July 1, 2009; July 1, 2010.

| | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>F</u> |
|---|--------------|--------------|--------------|--------------|--------------|--------------|
| | <u>Start</u> | <u>1 YOS</u> | <u>2 YOS</u> | <u>3 YOS</u> | <u>4 YOS</u> | <u>5 YOS</u> |
| Assistant Animal Control Officer | | | | | | |
| July 1, 2004 | 36,842 | 38,844 | 40,352 | 40,872 | 43,862 | 45,526 |
| | \$1,417 | \$1,494 | \$1,552 | \$1,572 | \$1,687 | \$1,751 |
| July 1, 2005 | 37,960 | 40,014 | 41,574 | 42,094 | 45,188 | 46,904 |
| | \$1,460 | \$1,539 | \$1,599 | \$1,619 | \$1,738 | \$1,804 |
| July 1, 2006 | 39,104 | 41,184 | \$42,822 | \$43,368 | \$46,540 | \$48,698 |
| | \$1,504 | \$1,584 | \$1,647 | \$1,668 | \$1,790 | \$1,873 |
| July 1, 2007 | 40,378 | 42,510 | \$44,226 | \$44,772 | \$48,048 | \$50,674 |
| | \$1,553 | \$1,635 | \$1,701 | \$1,722 | \$1,848 | \$1,949 |
| July 1, 2008 | 41,652 | 43,914 | \$45,630 | \$46,228 | \$49,608 | \$52,702 |
| | \$1,602 | \$1,689 | \$1,755 | \$1,778 | \$1,908 | \$2,027 |
| July 1, 2009 | 43,030 | 45,344 | \$47,138 | \$47,736 | \$51,220 | \$54,834 |
| | \$1,655 | \$1,744 | \$1,813 | \$1,836 | \$1,970 | \$2,109 |
| July 1, 2010 | 44,642 | 47,034 | \$48,906 | \$49,504 | \$53,144 | \$56,888 |
| | \$1,717 | \$1,809 | \$1,881 | \$1,904 | \$2,044 | \$2,188 |

| | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>F</u> |
|-----------------------|----------|----------|----------|----------|----------|----------|
| | Start | 1 YOS | 2 YOS | 3 YOS | 4 YOS | 5 YOS |
| Police Officer | | | | | | |
| July 1, 2004 | 46,826 | 49,296 | 51,948 | 53,924 | 56,316 | 59,046 |
| | \$1,801 | \$1,896 | \$1,998 | \$2,074 | \$2,166 | \$2,271 |
| July 1, 2005 | 48,230 | 50,778 | 53,508 | 55,536 | 58,006 | 60,814 |
| | \$1,855 | \$1,953 | \$2,058 | \$2,136 | \$2,231 | \$2,339 |
| July 1, 2006 | 49,712 | 52,312 | 55,120 | 57,226 | 59,748 | 63,050 |
| | \$1,912 | \$2,012 | \$2,120 | \$2,201 | \$2,298 | \$2,425 |
| July 1, 2007 | 51,298 | 54,002 | 56,914 | 59,098 | 61,698 | 65,494 |
| | \$1,973 | \$2,077 | \$2,189 | \$2,273 | \$2,373 | \$2,519 |
| July 1, 2008 | 52,962 | 55,770 | 58,760 | 60,996 | 63,700 | 68,016 |
| | \$2,037 | \$2,145 | \$2,260 | \$2,346 | \$2,450 | \$2,616 |
| July 1, 2009 | 54,678 | 57,590 | 60,658 | 62,972 | 65,780 | 70,642 |
| | \$2,103 | \$2,215 | \$2,333 | \$2,422 | \$2,530 | \$2,717 |
| July 1, 2010 | 56,758 | 59,722 | 62,920 | 65,338 | 68,224 | 73,294 |
| | \$2,183 | \$2,297 | \$2,420 | \$2,513 | \$2,624 | \$2,819 |

| | <u>A</u> | <u>B</u> |
|-------------------------|----------|----------|
| | Start | 1 YOS |
| Police Detective | | |
| July 1, 2004 | 61,906 | 65,026 |
| | \$2,381 | \$2,501 |
| July 1, 2005 | 63,752 | 66,976 |
| | \$2,452 | \$2,576 |
| July 1, 2006 | 65,702 | 69,680 |
| | \$2,527 | \$2,680 |
| July 1, 2007 | 67,808 | 72,644 |
| | \$2,608 | \$2,794 |
| July 1, 2008 | 70,018 | 75,712 |
| | \$2,693 | \$2,912 |
| July 1, 2009 | 72,306 | 78,884 |
| | \$2,781 | \$3,034 |
| July 1, 2010 | 75,010 | 81,822 |
| | \$2,885 | \$3,147 |
| | | |

| | <u>A</u> | <u>B</u> |
|-------------------------------|--------------|--------------|
| | <u>Start</u> | <u>1 YOS</u> |
| Animal Control Officer | | |
| July 1, 2004 | 66,170 | 68,848 |
| | \$2,545 | \$2,648 |
| July 1, 2005 | 68,146 | 70,902 |
| | \$2,621 | \$2,727 |
| July 1, 2006 | 70,200 | 73,450 |
| | \$2,700 | \$2,825 |
| July 1, 2007 | 72,488 | 76,232 |
| | \$2,788 | \$2,932 |
| July 1, 2008 | 74,854 | 79,118 |
| | \$2,879 | \$3,043 |
| July 1, 2009 | 77,298 | 82,082 |
| | \$2,973 | \$3,157 |
| July 1, 2010 | 80,158 | 85,150 |
| | \$3,083 | \$3,275 |

| | <u>A</u> | <u>B</u> | <u>C</u> |
|------------------------|--------------|--------------|--------------|
| | <u>Start</u> | <u>1 YOS</u> | <u>2 YOS</u> |
| Police Sergeant | | | |
| July 1, 2004 | 66,170 | 68,848 | 70,226 |
| | \$2,545 | \$2,648 | \$2,701 |
| July 1, 2005 | 68,146 | 70,902 | 72,332 |
| | \$2,621 | \$2,727 | \$2,782 |
| July 1, 2006 | 70,200 | 73,060 | 75,192 |
| | \$2,700 | \$2,810 | \$2,892 |
| July 1, 2007 | 72,488 | 75,400 | 78,338 |
| | \$2,788 | \$2,900 | \$3,013 |
| July 1, 2008 | 74,854 | 77,870 | 81,588 |
| | \$2,879 | \$2,995 | \$3,138 |
| July 1, 2009 | 77,298 | 80,392 | 84,942 |
| | \$2,973 | \$3,092 | \$3,267 |
| July 1, 2010 | 80,158 | 83,408 | 88,114 |
| | \$3,083 | \$3,208 | \$3,389 |

| | <u>A</u> | <u>B</u> | <u>C</u> |
|-------------------|--------------|--------------|--------------|
| | <u>Start</u> | <u>1 YOS</u> | <u>2 YOS</u> |
| Police Lt. | | | |
| July 1, 2004 | 71,760 | 74,854 | 76,726 |
| | \$2,760 | \$2,879 | \$2,951 |
| July 1, 2005 | 73,918 | 77,090 | 79,014 |
| | \$2,843 | \$2,965 | \$3,039 |
| July 1, 2006 | 76,128 | 79,404 | 82,108 |
| | \$2,928 | \$3,054 | \$3,158 |
| July 1, 2007 | 78,624 | 81,978 | 85,436 |
| | \$3,024 | \$3,153 | \$3,286 |
| July 1, 2008 | 81,172 | 84,630 | 88,920 |
| | \$3,122 | \$3,255 | \$3,420 |
| July 1, 2009 | 83,798 | 87,412 | 92,508 |
| | \$3,223 | \$3,362 | \$3,558 |
| July 1, 2010 | 86,944 | 90,688 | 95,992 |
| | \$3,344 | \$3,488 | \$3,692 |

| | <u>A</u> | <u>B</u> | <u>C</u> |
|-----------------------|--------------|--------------|--------------|
| | <u>Start</u> | <u>1 YOS</u> | <u>2 YOS</u> |
| Police Captain | | | |
| July 1, 2004 | 77,376 | 81,120 | 82,498 |
| | \$2,976 | \$3,120 | \$3,173 |
| July 1, 2005 | 79,690 | 83,564 | 84,994 |
| | \$3,065 | \$3,214 | \$3,269 |
| July 1, 2006 | 82,082 | 86,060 | 88,218 |
| | \$3,157 | \$3,310 | \$3,393 |
| July 1, 2007 | 84,760 | 88,868 | 91,806 |
| | \$3,260 | \$3,418 | \$3,531 |
| July 1, 2008 | 87,516 | 91,754 | 95,498 |
| | \$3,366 | \$3,529 | \$3,673 |
| July 1, 2009 | 90,324 | 94,744 | 99,268 |
| | \$3,474 | \$3,644 | \$3,818 |
| July 1, 2010 | 93,730 | 98,280 | 102,986 |
| | \$3,605 | \$3,780 | \$3,961 |

Section 2

Each employee who is hired or promoted on or after July 1, 1988, shall be paid at Step A of his or her salary range. Each employee who was hired or promoted prior to July 1, 1988, shall be paid at the same step in his or her salary range as he/she was paid on June 30, 1988. The preceding pay principles (with appropriate changes of dates) shall apply to the implementation of subsequent pay plans. In addition, each employee shall be eligible to advance to the next step in his/her salary range in the first full pay period of the fiscal quarter closest to the date on which he or she has or will have completed the required amount of service as set forth in the above pay schedule. The fiscal quarter shall begin on July 1, October 1, January 1, and April 1. However, if such an employee is on sick leave for a period of sixty (60) days or longer, such time shall not be counted as service time for the purposes of this provision.

Section 3

Advancement in salary within a pay range shall be in recognition of meritorious service and shall be given only upon certification by a department head that the employee has maintained a high level of performance throughout his or her service at the step from which he is being advanced. Advancement of more than one (1) step within a pay range or more often than once per year may be recommended for exceptional performance but shall be given only with the approval of the Town Manager.

Section 4

No employee shall be denied step advancement without notification at least one (1) month prior to such denial that their performance is such that his or her step advancement is in jeopardy. Each employee shall have the right to see and discuss with the Chief any individual evaluation of that employee's performance. This provision shall not apply during the first six (6) months of employment in the department.

Section 5

When an employee is promoted from one class to another, he/she shall be paid at the rate shown in Step A for the position to which he/she is promoted, and shall become eligible for advancement to Step B at the beginning of the first full pay period of the fiscal quarter nearest to his completion of one (1) year of service in the position to which he is promoted. Should an employee's current annual base rate be greater than Step A of the new salary range, the employee shall advance to the next step of the salary range that would provide an increase in base salary.

Section 6

All paychecks shall be computed as of the Thursday they are scheduled to be paid, even if they are in fact dated or paid on a different date.

ARTICLE X

Hours of Work

Section 1

A. It is the declared policy and intent of the Town that the regular work week shall consist of forty (40) hours worked in eight-hour (8-hour) periods on five (5) consecutive days between 12:01 a.m. Sunday and midnight of the following Saturday. Effective November 26, 2006, Non-Supervisory Officers assigned to the Patrol Division will work a 5/2-4/2 schedule.

B. Strict application of this policy shall be observed except where shift changeovers create a practical need for such exception, or where temporary, abnormal conditions require such an exception for the public safety. In the latter case, any departure from the declared policy shall be made only with approval of the Town Manager and in no case of longer than seven (7) consecutive days without approval of the Union.

Section 2

Within any regular work week as described above, the normal schedule for each employee shall provide for not less than two periods of not less than twenty-three (23) consecutive hours when the employee is not scheduled for any duty. Such periods are hereinafter referred to as "days off".

Section 3

Work schedule shall be determined by the Chief, and shall be posted at least five (5) days in advance of the beginning of each work week.

Section 4

The Town shall have the right to require personnel to work overtime subject to the provisions of Article XI, Section 3. Overtime work shall be offered first to employees who have indicated their willingness to accept such work on a list to be posted weekly in the squad room. Otherwise, overtime shall be assigned among regular and probationary employees as equally as

possible, and in all overtime assignments, temporary and non-classified employees shall not be used unless regular or probationary employees are not available. School traffic duty shall be an exception to this provision, however. School traffic duty shall be assigned in reverse order of seniority (junior man first). Employees shall, however, retain the right to volunteer for school traffic duty.

Section 5

Notwithstanding anything contained herein to the contrary, the work schedule for employees assigned to duty on rotating shifts shall provide for the changing of shifts on a monthly basis on the first day of every month and for progressive days off each month (i.e., advancing one (1) day each month). The Chief or his representative may ask for volunteers for assignment to a shift out of rotation for a particular month, provided no employee shall be required to accept such assignment. Employees may request an exchange of shifts for a particular month between employees, provided such request is presented on or before the thirteenth (13th) day of the preceding month, and provided the Chief or his/her representative shall not be required to grant such request.

Section 6

No change in work scheduling which violates the language of this Article may be implemented during the term of this agreement without the prior written consent of the Union. However, if such change is agreed to and is implemented, the parties will jointly revise the language of this Article to accommodate the new scheduling procedures.

Section 7

The Chief shall retain the right to assign officers to duties exempt from Patrol Division requirements (e.g., shift rotation) including, but not limited to Community Relations, Training, Traffic, Court Officer, cycles, beats, and Canine duty. There shall be a limit of twelve (12) officers subject to such assignment by the Chief for unlimited periods. Such assignments shall be designated as "unlimited".

The duration of assignment for officers, in excess of twelve (12), who may be assigned to duties exempt from Patrol Division requirements shall comply with Article XVII, Section 12 (a)(b)(c)(d) or shall be limited to two years plus a one-year extension at the Chief's discretion (i.e. absolute limit of three (3) years.) Such assignments shall be designated as "limited".

Upon completion of any limited assignment, officers shall return to Patrol Division requirements for a minimum of one year before being eligible for another limited assignment.

The Union shall retain the right to negotiate mandatory subjects of bargaining regarding hours, wages, and working conditions of all officers assigned to duties exempt from Patrol Division

requirements, subject to the limitations of this section, past practices in effect on January 1, 1995, and other relevant section of this collective bargaining agreement.

ARTICLE XI

Overtime

Section 1

The assignments listed below shall be compensated at one and one-half (1-1/2) the employee's regular hourly rate for actual time on duty, subject to the designated minimums.

Overtime Assignment

Minimum Pay

Public or private school
social or athletic event

Six (6) hours at time and one-half

Call-back from off-duty
status for morning or after-
noon school traffic duty

Two (2) hours at straight time

Overtime Assignment

Minimum Pay

Call-back from off-duty
status for noon school
traffic duty

Three (3) hours at straight time

Call-back from off-duty
status for other than
school traffic duty

Four (4) hours at time and one-half

Section 2

An employee who is required to remain on duty after the completion of one (1) or more of his or her five (5) assigned tours in any week, as described in Article X, to the extent that his or her service on such extended tours exceeds a total of forty (40) hours in such week shall be paid at the rate of one and one-half (1-1/2) times his or her regular hourly rate for each hour or portion thereof in excess of forty (40) hours. Assignments listed in Section 1 and private duty assignments shall not be considered as extended service for purposes of this Section, but all other assignments on a scheduled day off shall be considered extended service. Assignment to morning school traffic duty after working the midnight shift or the writing of reports

immediately upon completion of a regular tour shall be considered as extended service, however.

Section 3

(a) An employee who is assigned to work a private job for a firm or individual for a regular eight-hour (8-hour) day or any portion thereof shall be paid for a full eight (8) hours at one and one-half (1-1/2) times his/her regular hourly rate of pay, except that such employee shall be paid for four hours at one and one-half times the employees regular hourly rate for a non-construction, private job which is scheduled for and actually consists of four hours or less. If an employee is required to work longer than a regular eight-hour day, he shall be paid for any additional hour or portion thereof at two (2) times his/her regular hourly rate of pay. For the purposes of this section, an employee's regular hourly rate of pay shall not exceed the rate of a senior uniformed patrol officer, except in the case of a supervisor assigned to work in a supervisory capacity.

(b) If a private duty employer fails to notify headquarters of the cancellation of the private job at least one hour prior to the starting time of the job, the employee shall be paid for four hours at one and one-half times the employees regular hourly rate of pay, except that if the cancellation occurs after the scheduled starting time of the job, the employee shall be paid in accordance with paragraph (a) above.

Section 4

Any member placed in an on-call status over a weekend or any portion thereof shall receive six (6) hours pay at his regular rate for acting in a stand-by capacity. If actually summoned to duty, the time spent on duty shall be paid in addition to the six (6) hours stand-by pay.

Section 5

Distribution of overtime will be in accordance with mutually agreed procedures. Nothing herein shall be construed to prevent the Town from changing current overtime practices to conform to applicable portions of the Fair Labor Standards Act, if and when the same become effective, provided that no change which would violate the specific provisions of this contract may be implemented without the prior written agreement of the Union.

ARTICLE XII

Court Appearances

Section 1

If an officer must attend any administrative or judicial proceeding in his capacity as a police officer while he is off duty, he/she shall receive his regular hourly rate of pay plus two (2) hours' additional pay. However, if an officer must attend such a proceeding during any period which is not contiguous to his/her regularly scheduled shift, the computation in the preceding sentence shall be subject to a minimum of six (6) hours pay at the officer's regular hourly rate. If an officer is scheduled to work "B" squad and has to go to court anytime during that same day, it is considered to be contiguous to the work day and the officer will be paid for the time spent in court plus two (2) hours' additional pay.

ARTICLE XIII

Seniority

Section 1

(a) For purposes of this Article, seniority shall mean length of continuous employment in classification, except as noted below. In case of equal length of service in classification or in the department, seniority shall be determined by final rank in the promotional exam or entrance exam respectively.

(b) The probationary period for all original appointments to the bargaining unit after January 1, 2000 shall be for eighteen (18) months. All other provisions of the Town Personnel Rules concerning probationary employees shall apply.

Section 2

Seniority shall not be broken by vacations, sick time, temporary layoff, suspension or any leave of absence, or any call to military service for the duration.

Section 3

If an employee resigns voluntarily or is discharged for just cause, or takes a leave of absence without pay for the purpose of working at another occupation outside of Police work, he or she shall lose all seniority.

This provision shall not preclude an employee from accepting a leave of absence without loss of seniority or rank for a period not to exceed six months, if offered by the Town for the purpose of employment in another department of the Town. During such leave, the employee shall not be eligible for promotion or promotional examinations for positions within the bargaining unit. If the position vacated by an employee on such leave is filled on other than a temporary basis, it shall be filled from the promotional list in effect on the date the leave began. The top three applicants on such list shall be determined as of the date the position is filled, or the date the list expires, whichever is sooner.

Section 4

(a) Where a staff reduction is necessary within a particular rank of classification, the officer with the least seniority in that classification shall be the first laid off. Such officer may, in lieu of layoff, exercise his or her seniority in the next lower rank or classification that he or she held. The officer who displaces into the next lower classification shall become the senior person within that new rank or classification. The same procedure shall be followed through each rank and classification until the rank of police officer is reached. Therein, the first person laid off shall be the individual with the least department-wide seniority.

(b) In the event layoffs become necessary among employees in the Department who are not Police Officers (i.e., Animal Control Officer, and Assistant Animal Control Officer), layoffs shall proceed by inverse seniority within the affected classification.

(c) Employees laid off from a particular classification shall have rights of recall within that classification by seniority for two (2) years following layoff (three (3) years for those with more than two (2) years' seniority on the date of layoff), provided they report to work within two (2) weeks after due notice is given to an employee's last known address and provided such employee makes known his or her desire to return to work within one (1) week of notification.

(d) An employee who exercises his or her right to displace shall be returned to the position he or she vacated should an opening occur therein at any time in the future, so long as he or she remains continuously employed in the Department.

ARTICLE XIV

Uniform Allowance

Section 1

The Town shall retain and furnish employees with uniforms, firearms, holsters, handcuffs and handcuff cases, and equipment as defined in Section 2, which shall be returned to the Town if the employee leaves the Town service for any reason.

Section 2

The Town will replace all items of uniform, except shoes and socks as found necessary upon inspection. Such inspection shall be made at least once quarterly, but employees at any time may call to the attention of their supervisors the needs for any such replacement. If the Town is unable to furnish such replacement within ten (10) days after the need has been determined, the employee shall be authorized to obtain such replacement by means of a purchase order to be issued by the Town. Replacement as found necessary on inspection shall include all items of uniform and equipment customarily furnished in the past except that replacement of shirts shall be drip-dry permanent press (summer and winter), and replacement pants shall be permanent press if and when the supplier indicates to the Town that the wear factor of such pants is substantially equivalent to that of the pants presently provided. "Equipment" shall mean: helmet and face shield, oleoresin capsicum (O.C.), gun and ammunition, night stick, flashlight with batteries and bulbs, and cages in cruisers.

Section 3

A clothing allowance of \$570 shall be paid to employees in the position of Detective. Such allowance shall be increased by \$20 per fiscal year starting on July 1, 1995. Personnel promoted to such positions during the fiscal year shall receive a prorated clothing allowance for the balance of that fiscal year. Payment shall be made on or before July 15 or on or before the fifteenth (15th) day after permanent assignment, whichever is applicable. A seventy-five percent (75%) prorated annual clothing allowance shall be paid to employees in the position of Community Relations Officer if they work primarily in plain clothes.

ARTICLE XV

Union Business

Section 1

Not more than two (2) officers or members of the Union shall be granted leave from duty with pay for any meeting between the Town and the Union for the purpose of negotiating the terms of the contract, when such meeting takes place at any time during which such members are scheduled to be on duty.

Section 2

The Union may designate not more than three (3) representatives and their alternates, a representative and his alternate for each shift, to process employee grievances with the imme-

diated supervisor during scheduled working hours. Such designated representatives or their alternates shall not leave their regular duty station for such business without specific permission from their supervisor and notification to the superior of the aggrieved employee whom the representative or his alternate intends to visit, and in no case shall regular duty time be used for collection of dues, recruitment of members or matters relating to the internal affairs of the Union. Not more than one (1) such Union representative shall be released at any one time to process any such grievance. For the purposes of this Section, the total time for the representative or his alternate to process the grievance(s) with the aggrieved employee(s) and/or immediate supervisor(s) shall not exceed two (2) hours per week for each representative including this alternate without loss of pay unless additional time as appears reasonable under particular circumstances is granted by the Chief. The Union shall furnish the Town with the names of all Union officers, committee members and representatives and their alternates as necessary.

Section 3

(a) Three (3) elected officers of the Union may be excused from duty for up to two and one-half (2-1/2) hours without loss of pay to attend one (1) local Union business meeting per month.

(b) Up to seven (7) members of the Executive Board of the Union shall be granted time off with pay to conduct Union Business not covered by Section (a) and (b), not to exceed two hundred (200) hours per fiscal year.

ARTICLE XVI

Education Incentives

Section 1

After four and one-half (4 ½) years of service, employees in the classifications included in the bargaining unit shall receive additional compensation for educational attainments in accordance with the following schedule:

(a) For satisfactory completion at a grade of C- or better of sixty (60) semester hours at an accredited college or university in the subjects set forth in (d) or an Associates Degree in one of the subjects listed in (e), an additional one thousand dollars (\$1,000).

(b) For satisfactory completion at a grade of C- or better of ninety (90) semester hours at an accredited college or university in the subjects set forth in (d), an additional one thousand-five hundred dollars (\$1,500).

(c) For satisfactory completion at a grade of C- or better of one hundred twenty (120) semester hours at an accredited college or university in the subjects set forth in (d), or a Bachelor's Degree in one of the subjects listed in (e), an additional two thousand dollars (\$2,000).

(d) Below is a list of subjects which can be taken for the above:

1. Business Administration
2. Computer Science
3. Economics
4. Education
5. English Composition
6. Foreign Language
7. Government
8. History
9. Law
10. Mathematics/Statistics
11. Police Administration
12. Police Science
13. Political Science
14. Psychology
15. Public Administration
16. Public Speaking
17. Sociology
18. Any other course that, in the sole discretion of the Town, is determined to be a benefit to the Town Police service.

(e) Below is a list of recognized Associate's and Bachelor's Degrees for Section 1 (a) and (c) above:

1. Criminal Justice
2. Forensic Science
3. Law Enforcement
4. Police Administration
5. Police Science
6. Public Administration

(f) If an employee is subsequently promoted, he or she shall continue to receive the additional amount of pay as specified for the semester hours satisfactorily completed at a grade of C- or better at an accredited college or university.

Section 2

The Town will continue the present practice of a tuition refund program except that the Town's percentage of participation shall be increased to seventy-five percent (75%). The educational

incentive compensation will be made by monthly payments each of which shall be due and payable with the first pay check of each month.

(a) Application for additional compensation for educational attainments under this Section shall be made on a form provided by the Town upon request. Once application is made, the compensation shall continue with out additional forms being submitted until the employee applies for increased compensation.

(b) Applications for exceptions to this Section shall be made on a form provided by the Town upon request.

(c) Approvals or disapprovals shall be granted by the Chief of Police for all applications under this Section.

(d) The Town shall provide funding for the application of the tuition refund program in the Police Department at the rate of twenty thousand dollars (\$20,000)(beginning July 1, 2007) per fiscal year and allow for any required course in a degree program that is listed in Article XVI, Section 1 (e) (*as amended*), except electives that are not related and are not listed under Article XVI, Section 1 (d) (*as amended*). Claims shall be honored on a first come, first served basis, but no employee shall receive more than ten percent (10%) of the total amount available in any fiscal year until after all other employees have had an opportunity to present their claim. Thereafter, any remaining funds will be applied to any claims that exceed such ten- percent (10%), on a prorated basis.

(e) All reimbursement under this Section shall be made in monthly installments of fifty dollars (\$50) per month per course beginning after the employee satisfies the requirements for reimbursement, except that the first such payment shall be three (3) times the regular monthly amount (four (4) times such amount if the course lasts sixteen (16) weeks or more). Monthly payments shall end when the employee has been reimbursed the full amount to which he is entitled under the tuition reimbursement program, or when he leaves the Town service, whichever comes first. The fifty dollar (\$50) monthly rate will be increased by ten dollars (\$10) when the entry-level salary for the position of Police Officer equals or exceeds thirty thousand dollars (\$30,000), and by an additional ten dollars (\$10) for each full five thousand dollar (\$5,000) increase in such salary thereafter.

ARTICLE XVII

General Provisions

Section 1

During the term of this agreement the Police Department will furnish the Union with an up-to-date department seniority list for the bargaining unit, together with the classification and rates of pay of each employee on such list.

Section 2

Clothing, watches, and eyeglasses damaged or destroyed in the line of duty shall be replaced by the department. The department shall also replace any jewelry worn by the employee or any personal items used by the employee in the performance of his duty, if they are lost, stolen, damaged, or destroyed in the line of duty through no fault of the employee, and subject to a limitation of one hundred dollars (\$100) per item.

Section 3

Employees shall be granted leave with pay for jury duty except that their salary shall be reduced by any compensation received for jury duty.

Section 4

All members of the Police Department shall be furnished a copy of all department rules and regulations which are the property of the Town.

Section 5

All members of the Police Department shall be furnished with an I.D. Card which is the property of the Town. Such card shall be replaced when it becomes destroyed or mutilated or when major changes in facial appearance occur.

Section 6

No job benefits or work practices set forth in any written rules, regulations, memoranda, or directives issued by the Chief or the Town Administration shall be changed without prior consultation with the Union.

Section 7

No employee shall be required to perform any duty involving the maintenance or repair of the department's motor vehicles, except that each officer is responsible to keep cruisers gassed.

Section 8

If any article or section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other articles or sections or portions thereof which shall be valid.

Section 9

- (a) The Town shall contribute five hundred dollars (\$500) towards the support of the West Hartford Police Revolver Club annually.
- (b) The Town shall make contribution to the fund to purchase bullet-proof vests for police officers. Initial contribution will be \$25,000 and \$10,000 annually thereafter. Effective July 1, 2007, the annual contribution shall increase to \$15,000 annually and effective July 1, 2009, the annual contribution shall increase to \$20,000 annually. Maximum fund amount shall be \$40,000. Any grant funds received toward the purchase of bullet-proof vests shall be returned to the town General Fund.

Section 10

Each employee shall be provided a wall locker.

Section 11

The Town shall provide sufficient portable radios so that each employee on duty shall be equipped with such radio.

Section 12

- (a) When a higher-level position becomes vacant or additional higher-level positions are created, any permanent appointment to such position shall be made first from the existing eligibility list, if any, then from a new eligibility list established by the Town, as provided in the Personnel Rules.
- (b) Temporary appointments to such higher position may be made only during completion of the procedure provided in the Personnel Rules for making permanent appointments. Such promotional procedures shall be completed as soon as possible.

(c) Temporary appointments to higher positions may also be made in order to fill a temporary need for work in such higher classifications (such as a need for additional detectives on a specific case).

(d) No temporary appointment may exceed sixty (60) days except with the written approval of the Union. In any case where a temporary appointment to a higher position is made for longer than sixty (60) days, the employee shall receive thereafter all normal compensation and allowances paid that position.

Section 13

(a) The Town shall provide adequate Workers' Compensation Insurance and shall supplement the weekly Workers' Compensation payments of the insurance company so that the employee will receive full pay during this absence, provided that the Town may require a certificate of continued disability from a mutually agreed upon, independent physician familiar with the type of disability in question as a condition of receiving continued supplementary payments after one (1) year from the date on which the compensable injury or injuries were sustained. If the physician determines that the injury is still compensable, the Town shall continue the supplementary payments.

Effective January 1, 2000, the Town may, in calculating the supplement due under this subsection, adjust for the legal status of Workers' Compensation payments as non-taxable income under state or federal law. (See attached Memorandum of Understanding on this issue.)

(b) The Memorandum of Understanding between the parties, dated March 21, 1979, concerning amendments to the personnel Rules regarding heart and hypertension payments, shall be incorporated by reference herein.

(c) Should an employee recover from a third party damages for an illness or injury, including death, compensable pursuant to C.G.S. Chapter 568, the employee agrees to reimburse the Town for the supplemental wage payments paid to them or on their behalf, up to the limit of such recovery, in the same manner that worker's compensation payments are reimbursed under applicable law (C.G.S. 31-293).

Section 14

Any employee who must use his or her own car to attend schools, seminars or other functions which are job related, and which he or she is requested by the Town to attend, will receive reimbursement for mileage at the rate established by the Town for reimbursement of other employees required to use their own cars. Approval for such reimbursement must be obtained from the Chief prior to the function. Reimbursement is limited to necessary mileage. This Section does not apply to court appearances within the Town of West Hartford, but does apply to other court appearances.

Section 15

There shall be at least one (1) member of the bargaining unit, selected by the Union who shall be a full member of the Firearms Review Board, or any subsequently constituted body with the same responsibilities.

Section 16

Any side agreements are not binding unless they are in writing and signed by authorized representatives of the Town and Union. However, this prohibition does not apply to any clarification or interpretation made by the negotiators for both parties at the bargaining table.

Section 17

The parties acknowledge and agree that the following written memoranda of understanding remain in full force and effect:

- a. Addition of April 25, 1986 Health Care Cost Containment Agreement.
- b. Definition of Retiree Health Insurance contribution for employees retiring with ten (10) to twenty (20) years of service, dated April 25, 1986.
- c. Non-smoking requirement for new employees, dated December 14, 1988.
- d. Overtime distribution rules, dated 6/25/91, as amended.
- e. Shift rotation i.e. (West Hartford Patrol Shift Plan) agreed upon by Union and Town on 3/27/92, as amended.
- f. Family and Medical Leave Act policy, dated January 31, 1996.
- g. Process for promotional examinations following the 1998 department reorganization, dated March 25, 1998.
- h. Workers Compensation Pay Calculation, dated October 2, 2000.

Section 18

Effective September 15, 2006 all regular employees shall be required to have their payroll checks deposited directly into a financial institution of their choosing. It shall be a condition of employment to maintain direct deposit.

ARTICLE XVIII

Duration

Section 1

This contract shall be in full force and effect from July 1, 2004, until June 30, 2011, and shall continue in effect thereafter unless amended or modified in the manner described below, or terminated in accordance with law.

Section 2

This contract contains the full and complete agreements on all negotiable issues whether covered or not covered in this Contract, and except as specifically provided herein, neither party shall be obligated to negotiate on any issue during the term of this Contract.

Section 3

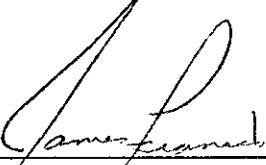
Between December 1, 2010 and January 1, 2011, either party may notify the other that it wishes to amend or modify the Contract as of the next succeeding first day of July. Such notification shall be in writing. Within thirty days (30) days of such notification, the party receiving the notification shall request and arrange for a meeting with the other party to discuss the proposed amendments or modifications.

IN WITNESS WHEREOF the parties hereto have set their hands on this 8th day of September, 2006.

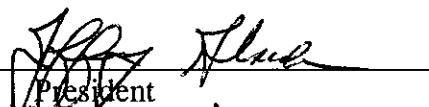
TOWN OF WEST HARTFORD

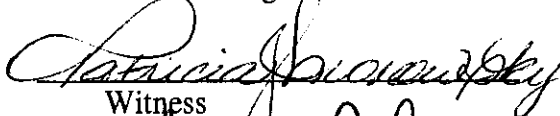
WEST HARTFORD POLICE OFFICERS
ASSOCIATION

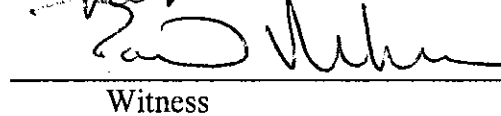
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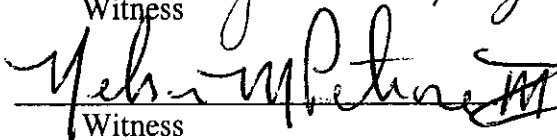

Town Manager

By


President


Witness


Witness


Witness


Witness

Memorandum of Understanding Regarding Outstanding Issues

In conjunction with negotiation leading to the 1997 – 2004 collective bargaining agreement between the parties, the Town of West Hartford and AFSCME, Local 1283, have agreed to meet and discuss the following issue(s):

- Physical Fitness Standards and Programming
- DROP Plan

Although the parties agree to meet, there is no obligation to upon either party to come to an agreement and nothing resulting from this process is arbitrable or grievable.

In witness whereof, the parties have caused their duly authorized representative to affix their signature the 2nd day of October, 2000.

FOR THE TOWN:

/s/James Francis

James Francis

Director of Employee Services

FOR THE UNION:

/s/ Paul Melanson

Paul Melanson, President

AFSCME, Local 1283

MEMORANDUM OF UNDERSTANDING

Health Care Cost Containment

In conjunction with the 1985-1988 collective bargaining agreement between the Town of West Hartford and Police Union Local 1283, AFSCME, the parties have agreed to the following:

The Town may choose to provide for the administration of employee health benefits under a "cost-containment" program by an insurance carrier or other provider (hereinafter called the administrator). Such program may include any of the following services, provided that implementation or elimination of any such service is thoroughly communicated to all employees not less than sixty (60) days prior to the effective date of implementation or elimination. No monetary penalties will be assessed against any employee prior to January 1, 1988, or one (1) year from the date of implementation, whichever comes first, for failure to comply with the requirements of the cost containment program unless it can be shown that the employee had actual knowledge of the requirement but still refused to comply.

The Town will keep the Union informed of the status of the bidding procedures, and will consult with the Union regarding the merits of all bids received before selecting an administrator for the program. The Town also agrees to involve the Union in the program of employee education regarding the cost containment program, which is required under the terms of the preceding paragraph. The Town agrees to establish a working committee, including at least one (1) member of Local 1283, to address ongoing changes, questions, and the performance of the program.

Any service implemented must be within the general parameters listed below for each service.

A. Pre-Admission Certification (non-emergency)

1. The employee/dependent will telephone the administrator prior to any non-emergency admission, as soon as the date of admission is known to the patient.
2. The attending physician will submit information to the administrator, giving the reasons for admission, according to procedures established by the administrator.
3. For cases which meet the criteria, the administrator will approve the admission. Any proposed admission not meeting the criteria will be referred to a physician reviewer. He will discuss the case with the attending physician, and a determination will be made to approve or disapprove the case.
4. If the employee/dependent decides to go ahead with a disapproved hospitalization, the Town insurance will pay only eighty percent (80%) of what it would have paid for an

approved hospitalization, the employee/ dependent will be liable for the remaining twenty percent (20%), not to exceed one thousand dollars (\$1000).

5. The administrator will discuss with the employee/ dependent the alternatives to hospitalization which may be available in cases where the physician reviewer determines that the recommended treatment can be provided without hospitalizing the patient.

6. There will be an appeal process when hospitalization is denied. This appeal will utilize a tripartite panel consisting of the patient's attending physician, the physician reviewer and a third physician agreed upon by the above-designated physicians but who is not affiliated with either and is certified in the specialty involved. The Town will bear the full cost of the appeal procedure.

B. Concurrent Review

1. The employee/dependent or a family member will notify the administrator of the hospitalization within two (2) business days when the administrator is open for business.

2. The administrator will communicate with the attending physician regarding the reasons for admission and the projected length of hospitalization. This information will be screened against physician-developed criteria.

3. Where the case meets the criteria, the administrator will approve the admission, assign the projected length of stay, and initiate a follow-up review to assess patient progress and the necessity for continued hospitalization.

4. Where the case does not meet criteria, the administrator will refer the case to a physician reviewer. He will discuss the case with the attending physician and make a determination to approve or disapprove the case, and will inform the attending physician of his decision.

5. If the case is approved, a length of stay will be assigned. If the case is disapproved, notification will be given to the patient, the attending physician, the hospital, and the insurance carrier.

6. If the case is disapproved, the town insurance will pay one hundred percent (100%) of the hospital cost up to twenty-four (24) hours after notification to the employee/dependent that the case has been disapproved. After twenty-four (24) hours of notification of disapproval, the Town insurance will pay eighty percent (80%) of the hospital cost and the employee/dependent will be responsible for the remaining twenty percent (20%), not to exceed one thousand dollars (\$1000).

7. There will be an appeal process for disapproved cases. This appeal will utilize a tripartite panel consisting of the patient's attending physician, the physician reviewer and a third physician agreed upon by the above-designated physicians but who is not affiliated with either and is certified in the specialty involved. The Town will bear the full cost of the appeal procedure.

C. Discharge Planning

The administrator shall inform the patient or his family of the alternatives available for post-discharge care (home care, hospice, skilled nursing facility, etc.) when it has been determined by the attending physician that the patient needs such care. The final decision with respect to such care remains with the patient and his family. Such care will be payable at one hundred percent (100%) when used as an alternative to hospitalization.

D. Pre-admission Testing (non-emergency)

Unless there is a medical reason for testing to be done while employee/dependent is an in-hospital patient, it shall be done on an out-patient basis prior to admission. Hospitalization for the sole purpose of conducting such tests will not be covered.

E. Weekend or Early Admissions (non-emergency)

Unless there is a medical reason, patients shall not be admitted over a weekend or prior to the date on which in-hospital care begins, and any such admission shall not be covered.

F. Mandatory Second Surgical Opinions (non-emergency)

1. The Second Surgical Opinion program will evaluate the indications for the surgery recommended by the patient's attending physician, and assist the patient to make an informed choice to have or not to have the surgery performed. The final choice, however, remains with the employee/dependent.

2. The only penalty in this procedure will be if the patient (non-emergency) does not get a second surgical opinion, in which case the plan will pay only eighty percent (80%) of the reasonable and customary charge for the surgery as opposed to the one hundred percent (100%) of reasonable and customary that would have been paid if the patient had gotten a second surgical opinion.

3. In addition to providing the second opinion at no cost to the employee/dependent, in those cases where the physician consultant does not agree with the attending physician the administrator will offer at no cost a third surgical opinion.

4. There will be a specified list of elective surgical procedures which will be the only procedures requiring a second surgical opinion. Such list will be established by the administrator based on a physician-developed criteria.
5. When the patient's doctor recommends a procedure included on the Second Surgical Opinion List, the patient will contact the administrator, which will provide the patient with the names of three physicians in the involved specialty who have agreed to perform these consultations.
6. The patient will then choose a physician for the consultation and schedule an appointment.
7. The administrator will establish procedures for maintaining communication regarding the results of the consultation and the patient's decision as to whether to have the surgery performed.

H. Mandated Ambulatory Surgical Services (non-emergency)

1. There will be a specified list of surgical procedures which will be paid one hundred percent (100%) of reasonable and customary only if done on an ambulatory basis. The list will be established by the administrator based on physician-developed criteria. For procedures on the list which employee/dependent chooses to have done as an in-hospital patient, the plan will pay eighty percent (80%) of reasonable and customary charges for the surgical procedure and eighty percent (80%) of the hospital bill. The employee/dependent will be responsible for the remaining twenty percent (20%), not to exceed one thousand dollars (\$1000).
2. If the patient's attending physician identifies a valid medical reason for the procedure to be done with the patient in the hospital, costs will be paid in full.

I. Maintenance Drug Program

For those employees/dependents on maintenance drugs (i.e., expected to continue for more than six (6) months) the administrator may establish arrangements with wholesalers to provide a six-month (6-month) supply of drugs at a time at wholesale cost. The employee/dependent must accept the drug from the wholesaler if he wants Town insurance to pay for it. Drugs must be as prescribed by attending physician and generic substitutes can be made only with the approval of the attending physician.

J. Hospital Bill Audits

The administrator may establish a procedure whereby the medical bills in excess of a stated amount will be subject to review, for accuracy and justification. The employee/ dependent may be required to participate in this review process as a condition of payment of the claim.

NOTE: Any employee who complies with the requirements of the cost containment program shall be held harmless in the event of a dispute between the cost containment administrator and the medical provider concerning the propriety of a charge for services covered by the plan.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 25th day of April, 1986.

TOWN OF WEST HARTFORD

POLICE UNION LOCAL 1283

By /s/ Barry M. Feldman

By /s/ Peter Donlon

MEMORANDUM OF UNDERSTANDING

Retiree Insurance

In conjunction with the 1985-1988 collective bargaining agreement between the Town of West Hartford and Police Union Local 1283, AFSCME, the parties agree that the following hypothetical example shall serve as a guide in the interpretation of Article VII, Section 3(b):

Officer A retires on December 30, 1987 after fifteen (15) years of service. On July 1, 1988, the cost of the Town's health insurance plan is three hundred dollars (\$300) per month for families, and one hundred dollars (\$100) per month for individuals. Officer A is married and has dependent children. The Town pays three hundred dollars (\$300) per month toward Officer A's coverage, and Officer A pays any additional cost, until such time as the total premium equals or exceeds four hundred dollars (\$400). Thereafter, the Town pays seventy-five percent (75%) of the total cost, and Officer A pays the rest.

In the event Officer A's status changes from family to individual, costs will be apportioned as if he had always been in that status (i.e., the Town pays one hundred dollars (\$100) per month until the cost exceeds one hundred thirty-three dollars and thirty-three cents (\$133.33), and seventy-five percent (75%) of the total cost thereafter). If his status had changed from individual to family, the same principles would apply in reverse.

Officer B also retires on December 30, 1987, but has served only ten (10) years. The same principles apply as in the case of Officer A, except the applicable percentage is fifty (50%). That is, the Town's contribution is frozen at the level of three hundred dollars (\$300) per month (one hundred dollars (\$100) if individual), until the total cost reached six hundred dollars (\$600) per month (two hundred dollars (\$200) individual). Thereafter the total cost is split fifty-fifty (50-50).

Officer C retires after less than ten (10) years of service. He is not eligible for retiree insurance coverage.

Officer D retires after more than twenty (20) years of service. He is eligible for full retiree insurance coverage, with the entire cost paid by the Town.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 25th day of April, 1986.

TOWN OF WEST HARTFORD

POLICE UNION LOCAL 1283

By /s/ Barry M. Feldman

By /s/ Peter Donlon

NON-SMOKING AGREEMENT

In conjunction with the negotiations leading to the 1988-1991 collective bargaining agreement between the Town of West Hartford and AFSCME Local 1283, the following understanding has been reached:

The parties recognize that smoking policies applicable to bargaining unit employees are a mandatory subject of bargaining. However, the Union will raise no object if the Town establishes a requirement that new employees hired on or after January 1, 1989 shall refrain from smoking at any time as a condition of employment, provided that contractual requirement of just cause for discipline is applicable to cases of smoking, including:

- (1) corrective measures (such as smoking cessation programs) shall, when deemed necessary, be offered prior to taking disciplinary action;
- (2) any discipline shall be consistently applied and corrective in nature; and
- (3) any disciplinary decision shall take into account factors such as the nature of the offense, the record of the employee, etc.
- (4) Any discipline policy to be implemented regarding smoking shall first be discussed with the Union and negotiated when appropriate.

The Town retains its contractual rights with respect to probationary employees.

Agreement with this summary of our understanding as indicated by our respective signatures.

/s/ Kenneth M. Miller
President
Police Local 1283

December 14, 1988

/s/ James Francis
James W. Francis
Director of Employee Services

December 14, 1988

SETTLEMENT AGREEMENT

The Town of West Hartford and AFSCME, Council 15, Local 1283, hereby agree that whenever a grievance is to be appealed to the Personnel Advisory Board the parties will first meet to attempt to define the issue and the scope of the Board's authority.

In the event the parties cannot agree, the unresolved issue/scope of authority will be referred to the Personnel Advisory Board. Both parties may present their respective position but the Board will retain full authority to make the final decision.

In consideration of the above, the Union agrees to withdraw MPP-21,302.

FOR THE TOWN:

FOR THE UNION:

/s/ James Francis

James Francis
Director of Employee Services

December 16, 1999

/s/ Harry B. Elliot

Harry B. Elliott, Esq.
AFSCME, Council #15, Local 1283

December 16, 1999

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
AFSCME, COUNCIL #15, LOCAL 1283**

The West Hartford Police Union and the Town of West Hartford have tentatively agreed to add certain language to Act 17§13 for the 1998 successor collective bargaining agreement.

The parties intent, as to such additional language, is to address situations where members receiving "temporary total" benefits under the Workers' Compensation Act have received more "take home" pay than they would otherwise receive if on full active duty.

These situations arise because benefits under the Workers' Compensation Act are not taxable income under state and federal law.

The additional language will allow the Town to reduce the contractual supplement to eliminate the situation as set forth above. An example of the actual impact of the new language is attached hereto as Exhibit A.

FOR THE TOWN:

FOR THE UNION:

/s/ James Francis
James Francis
Director of Employee Services

/s/ Paul Melanson
Paul Melanson, President
AFSCME, Local 1283

October 2, 2000
Date

10/2/2000
Date

**Memorandum of Understanding
Between
The Town of West Hartford
And
West Hartford Police Officers' Association**

The Town of West Hartford and the West Hartford Police Officers' Association have met and negotiated changes in Article IX, Section 1 that provide a modification to the schedule of salary advancement upon promotion to after one year of service and after two years of service in designated classifications. The parties agree to allow incumbent employees who have been promoted to such classifications prior to July 1, 2006 and who have not yet achieved the maximum step of the salary range, to receive salary advancement according to the following principles:

- ♦ Incumbents at Step A (Starting) of the salary range shall advance the first full pay period of the fiscal quarter to Step B (1 Year) after successful completion of twelve (12) months of service in the classification.
- ♦ Incumbents at Step B (1 Year) of the salary range shall advance the first full pay period of the fiscal quarter to Step C (2 Years) after successful completion of eighteen (18) months of service in the classification, minus \$700 (\$26.92 biweekly).
- ♦ After successful completion of two (2) years of service in the classification, the incumbent employee shall receive the supplemental salary adjustment identified in the wage schedule at Step C.

This agreement shall apply only to the position incumbents currently hold as of July 1, 2006 and will not apply to any future promotions any of these incumbents may receive in the future.

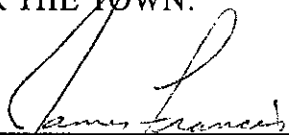
The following chart represents the effected employees, date(s) of eligibility for salary advancement, and salary progression.

| Name | Current Position/Date of Advancement | Current Salary | Step | New Rate |
|-------------------|---|-----------------------|----------------|-----------------|
| Jack Casey | Captain 11/1/05 | \$75,114 | A | \$82,082 |
| | 10/1/06 | | B | \$86,060 |
| | 4/1/07 | | C-\$700 | \$87,518 |
| | 7/1/07 | | C-\$700 | \$91,106 |
| | 10/1/07 | | C | \$91,806 |
| | | | | |
| | | | | |
| | | | | |

| Name | Current Position/Date of Advancement | Current Salary | Step | New Rate |
|--------------------------|---|-----------------------|----------------|-----------------|
| David Dubiel | Lieutenant 11/1/05 | \$69,680 | A | \$76,128 |
| | 10/1/06 | | B | \$79,404 |
| | 4/1/07 | | C-\$700 | \$81,408 |
| | 7/1/07 | | C-\$700 | \$84,736 |
| | 10/1/07 | | C | \$85,436 |
| | | | | |
| Steve Estes | Lieutenant | \$69,680 | A | \$76,128 |
| | 1/1/07 | | B | \$79,404 |
| | 7/1/07 | | C-\$700 | \$84,736 |
| | 1/1/08 | | C | \$85,436 |
| | | | | |
| Donald Melanson | Lieutenant 11/1/05 | \$69,680 | A | \$76,128 |
| | 10/1/06 | | B | \$79,404 |
| | 4/1/07 | | C-\$700 | \$81,408 |
| | 7/1/07 | | C-\$700 | \$84,736 |
| | 10/1/07 | | C | \$85,436 |
| | | | | |
| Daniel Coppinger | Lieutenant 4/01/06 | \$72,670 | B | \$79,404 |
| | 10/1/06 | | C-\$700 | \$81,408 |
| | 4/1/07 | | C | \$82,108 |
| | | | | |
| Andrew Schiffer | Sergeant 11/1/05 | \$64,246 | A | \$70,200 |
| | 10/1/06 | | B | \$73,060 |
| | 4/1/07 | | C-\$700 | \$74,492 |
| | 7/1/07 | | C-\$700 | \$77,638 |
| | 10/1/07 | | C | \$78,338 |
| | | | | |
| Michael Perruccio | Sergeant 4/16/06 | \$64,246 | A | \$70,200 |
| | 4/1/07 | | B | \$73,060 |
| | 10/1/07 | | C-\$700 | \$77,638 |
| | 4/1/08 | | C | \$78,338 |
| | | | | |
| | | | | |

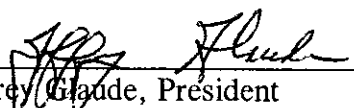
| | | | | |
|---------------------|-------------------------|-----------------|----------------|-----------------|
| Jeremy Clark | Sergeant 11/1/05 | \$64,246 | A | \$70,200 |
| | 10/1/06 | | B | \$73,060 |
| | 4/1/07 | | C-\$700 | \$74,492 |
| | 7/1/07 | | C-\$700 | \$77,638 |
| | 10/1/07 | | C | \$78,338 |
| | | | | |
| Teddy Daglis | Sergeant 4/1/06 | \$66,846 | B | \$73,060 |
| | 10/1/06 | | C-\$700 | \$74,492 |
| | 4/1/07 | | C | \$75,192 |

FOR THE TOWN:



 James Francis
 Town Manager

FOR THE UNION:



 Jeffrey Glade, President
 West Hartford Police Officers' Association

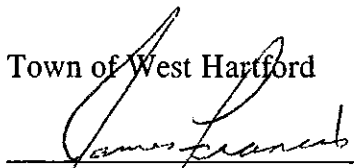
**Memorandum of Understanding
Between
The Town of West Hartford
And
West Hartford Police Officers' Association**

The Town of West Hartford and the West Hartford Police Officers' Association have met to discuss changes in the Pension Plan for employees hired on or after August 1, 2006 that provide an annual two percent (2%) cost of living increase beginning the July 1st after the employee has been retired for two years. This provision is reflected in Article VIII, Section 8 of the Agreement. To further the understanding of how this provision shall be applied, the following examples are provided:

- If an employee retires on March 30, 2031, the employee shall be eligible for the first annual 2% pension COLA adjustment as of July 1, 2033.
- If an employee retires on June 30, 2031, the employee shall be eligible for the first annual 2% pension COLA adjustment as of July 1, 2033.
- If an employee retires on December 31, 2035, the employee shall be eligible for the first annual 2% pension COLA adjustment as of July 1, 2038.
- If an employee retires August 1, 2035, the employee shall be eligible for the first annual 2% pension COLA adjustment as of July 1, 2038.
- If a retiree eligible for the pension COLA dies on December 31, 2040, the spouse shall be eligible for the first annual 2% pension COLA adjustment as of July 1, 2041.
- If a retiree eligible for the pension COLA dies on June 30, 2040, the spouse shall be eligible for the first annual 2% pension COLA as of July 1, 2040.

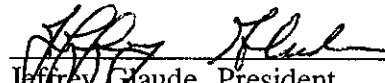
In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 8th day of September, 2006.

Town of West Hartford


James Francis
Town Manager


Witness

West Hartford Police Officers' Association


Jeffrey Glaude, President
West Hartford Police Officers' Association


Witness

**Memorandum of Understanding
Between
The Town of West Hartford
And
West Hartford Police Officers' Association**

The Town of West Hartford and the West Hartford Police Officers' Association have met to discuss changes in the Pension Plan for employees on the payroll as of July 1, 2006 or hired thereafter who have thirty (30) or more years of service (excluding buy back time). This provision is reflected in Article VIII, Section 2 (C) of the Agreement and shall be applied consistent with the regulations governing pension benefits. To further the understanding of how this provision shall be applied, the following examples are provided:

- An employee retires with 30 years of credited service, normal calculation would be 30 yrs. x 2.5%/yr = 75% of AFC, but by virtue of this contract provision, would be eligible for 80% of AFC.
- An employee retires with 29 years, 10 months of credited service and is eligible for a normal, unreduced pension benefit, the pension calculation would be 29.833 yrs x 2.5%/yr, or 74.85% of AFC.
- An employee retires with 30 years of credited service and is eligible for a normal, unreduced pension benefit, but had also bought back 2 years of previous military service, the pension calculation would allow the 80% of AFC for the 30 years and would calculate the additional 2 years service at 2.5% per year.


Total benefit limits are subject to applicable Pension Plan provisions.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 8th day of September, 2006.

Town of West Hartford

West Hartford Police Officers' Association


James Francis
Town Manager


Jeffrey Claude, President
West Hartford Police Officers' Association


Witness


Witness

**Memorandum of Understanding
Between
The Town of West Hartford
And
West Hartford Police Officers' Association**

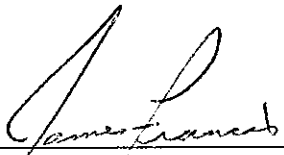
In conjunction with negotiations leading to the 2004-2011 collective bargaining agreement between the parties, the Town of West Hartford and the West Hartford Police Officers' Association have agreed to delete the Parking Monitor classification from recognition within the bargaining unit.

It is understood by the parties that any individual who may be hired as a Parking Monitor by the Town of West Hartford in the future shall perform duties related to parking garage and parking lot operations, including meter control, collection of parking funds, enforcement of parking regulations in town-owned parking lots and garages. Monitors shall not wear the standard uniform of the West Hartford Police Department .

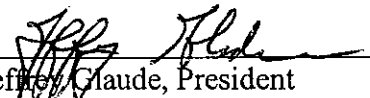
In witness whereof, the parties have caused their duly authorized representatives to affix their signature this 8th day of September, 2006.

FOR THE TOWN:

FOR THE ASSOCIATION:



James Francis
Town Manager



Jeffrey Claude, President
West Hartford Police Officers' Association

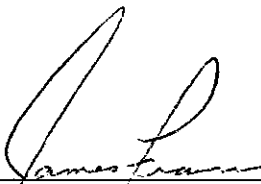
Memorandum of Understanding
Between
The Town of West Hartford
And
West Hartford Police Officers' Association

In conjunction with negotiations leading to the 2004-2011 collective bargaining agreement between the parties, the Town of West Hartford and the West Hartford Police Officers' Association have agreed to implement a new patrol schedule for non-supervisory members of the Patrol Division effective with the December, 2006 bid change cycle. It is agreed by the parties that during the weeks an officer is scheduled to work only thirty-two (32) hours by application of the 5/2-4/2 schedule, the thirty-two hours shall constitute the normal work week. Should such officer work in excess of the thirty-two hours, such hours shall be paid at one and one-half times the hourly rate.

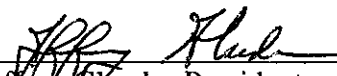
In witness whereof, the parties have caused their duly authorized representatives to affix their signature this 8th day of September, 2006.

FOR THE TOWN:

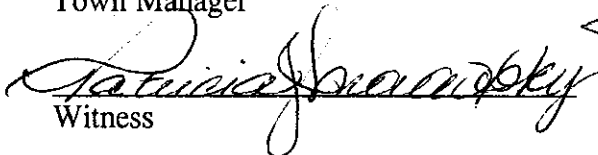
FOR THE ASSOCIATION:




James Francis
Town Manager



Jeffrey Glaude, President
West Hartford Police Officers' Association



Witness



Witness

**Memorandum of Understanding
Between
The Town of West Hartford
And
West Hartford Police Officers' Association**

In conjunction with negotiations leading to the 2004-2011 collective bargaining agreement between the parties, the Town of West Hartford and the West Hartford Police Officers' Association have agreed to meet and discuss the following topics:

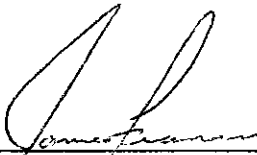
- Light Duty
- Portable Medical Devices

Although the parties agree to meet, there is no obligation upon either party to come to an agreement and nothing resulting from this process is arbitrable or grievable.


In witness whereof, the parties have caused their duly authorized representatives to affix their signature this 8th day of September, 2006.

FOR THE TOWN:

FOR THE ASSOCIATION:



James Francis
Town Manager



Jeffrey Glaude, President
West Hartford Police Officers' Association

**TOWN OF WEST HARTFORD
FAMILY AND MEDICAL LEAVE POLICY - POLICE**

| ISSUES | Personal Serious Health Condition | Birth, Adoption, or Foster Care | Serious Health Condition of Child Parent, or Spouse |
|---|---|---|--|
| Employment Eligibility | Employed at least 12 months <i>and</i> Work at least 1250 hours during the fiscal year. | Same | Same |
| Effective Date | February 5, 1994 | Same | Same |
| Who Qualifies? | Individual employee. | All circumstances that may fall under the terms "birth or adoption of a child" Eligibility for leave taken expires 12 months after the event. Leave must be completed by the one year anniversary of the event. | Biological child, adopted child, foster child of a person standing in loco parentis who is under age 18. A child as defined age 18 or over who is incapable of self care due to mental or physical disability. A biological parent, legal guardian, or one who raised the employee in the place of parent. Spouse defined as legal husband or wife. |
| Serious health condition defined | Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; <i>or</i> continuing treatment by a health care provider. *[Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days] Workers' Compensation leave taken shall count toward FMLA leave. Pregnancy Leave taken shall count toward FMLA leave. | N/A | Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; <i>or</i> continuing treatment by a health care provider. |

| ISSUES | Personal Serious Health Condition | Birth, Adoption, or Foster Care | Serious Health Condition of Child Parent, or Spouse |
|--|---|---|---|
| Intermittent or Reduced Leave | Leave may be intermittent or reduced if medically necessary. | Leave may be intermittent or reduced only if employer agrees. | Leave may be intermittent or reduced if medically necessary. |
| Ability to Temporarily Transfer to Another position | Yes, if employee is on intermittent or reduced leave to a position of equivalent pay and benefits. | Same | Same |
| Provisions if Both Spouses Work for the Town | 12 weeks leave each for their respective personal serious health condition(s). | 12 weeks leave each which may or may not be taken concurrently. <i>However, if ees work in same department, then the leave cannot be taken on the same scheduled work day(s), unless approved by the Chief and Director of Employee Services..</i> | 12 weeks leave each which may or may not be taken concurrently. <i>However, if ees work in same department, then the leave cannot be taken on the same scheduled work day(s), unless approved by the Chief and Director of Employee Services.</i> |
| Restoration to Position | Must be restored to the same position held prior to the leave; or to one that is equivalent in pay benefits, privileges, and other terms and conditions of employment. | Same | Same |
| Notification | 30 days notice when need for leave is foreseeable. Otherwise, notice must be given as soon as practicable. | Same | Same |
| Medical Certification (Upon Request) | Yes. Certification of illnesses should include the date serious health condition began, duration of the condition, applicable medical facts, statement that the employee is unable to perform the functions of his/her job, and the medical reasons for the intermittent or reduced leave request (where applicable) NOTE: The use of family sick days shall be in accordance with Article VI, Section 5. | N/A | Yes. Certification for illnesses should include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is needed to care for the ill person an estimate of how long the employee will be needed, and/or medical reasons for the intermittent or reduced leave request. NOTE: The use of family sick days shall be in accordance with Article VI, Section 5. |
| | | | |
| | | | |

| ISSUES | Personal Serious Health Condition | Birth, Adoption, or Foster Care | Serious Health Condition of Child Parent, or Spouse |
|-------------------------------------|---|--|---|
| | <p>from a physician not employed by the employer or used frequently by the employer.</p> <p>A third opinion may be paid by the employer; the employer and employee must agree on the provider; and the employer must not employ the provider on a regular basis.</p> <p>Decision of the third opinion is final.</p> | | <p>from a physician not employed by the employer or used frequently by the employer.</p> <p>A third opinion may be paid by the employer; the employer and employee must agree on the provider; and the employer must not employ the provider on a regular basis.</p> <p>Decision of the third opinion is final.</p> |
| Certification For Return to Work | <p>Yes. Certification of fitness for duty is allowed provided it is uniformly applied to all employees taking similar leave.</p> | <p>Same (in cases of birth)</p> | <p>N/A</p> |
| Relationship to Paid Leave | <p>Employee must utilize accrued sick leave, then may request unpaid leave for the duration of the medical leave under the Act.</p> <p><u>NOTE:</u></p> <p>Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with existing collective bargaining agreement.</p> | <p><u><i>If employee is birth mother:</i></u></p> <p>Accrued sick leave may be used for the period of medical disability.</p> <p>At that point, the employee may request unpaid leave for the remainder of family leave under the Act.</p> <p><u>NOTE:</u></p> <p>Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with existing collective bargaining agreement.</p> | <p>In accordance with Article VI, Section 8 . . . "Up to five (5) days of an employee's accumulated sick leave may be used in any fiscal year. . . and up to an additional ten (10) days per year may be used if granted at the sole discretion of the Chief or his/her designee". Upon written request an employee may be authorized to use additional paid sick leave in any fiscal year with the approval of the Police Chief and the Director of Employee Services up to an employee's available accrued sick leave balance.</p> <p><u>NOTE:</u></p> <p>Employee may request to substitute the use of accrued sick or vacation leave in place of unpaid leave. Such request may or may not be granted.</p> |

| ISSUES | Personal Serious Health Condition | Birth, Adoption, or Foster Care | Serious Health Condition of Child Parent, or Spouse |
|---------------------------------------|--|---|---|
| | in which the unpaid leave commences plus six additional months with the employee paying that portion of the premium provided under Town policy. | of the Family and Medical Leave, with the employee paying that portion of the premium provided under Town policy. | of the Family and Medical Leave, with the employee paying that portion of the premium provided under Town policy. |
| Life Insurance | The employee's life insurance coverage will cease on the 1st of the month 30 days after the beginning of any unpaid leave under the Act. | Same | Same |
| Long Term Disability Insurance | The employee's long term disability coverage will cease on the 1st of the month 30 days after the beginning of any unpaid leave under the Act. | Same | Same |
| Sick and Vacation Accruals | Sick and vacation accruals will be adjusted downward for any month in which the employee is not in active pay status for the entire month. | Same | Same |
| Tax Savings Plan Benefits | Employee contributions to Medical and/or Dependent Care Reimbursement Accounts (if any) will be suspended for the duration of any unpaid leave. Expenses incurred prior to the beginning of any unpaid leave may be submitted will be reimbursed up to the account balance(s). | Same | Same |

Records and Posting

All requests for Family and Medical Leave should be documented including whether or not the leave was granted and reasons for the denial when that is the case.

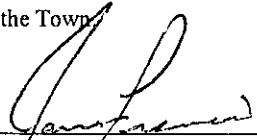
Family and Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising their rights under FMLA. Employers can't penalize or discipline employees who use the FMLA provisions.

The 12-month period for FMLA purposes will coincide with the Town's fiscal year (July 1 - June 30). Each employee shall be allowed a combined total of 12 weeks of Family and Medical Leave per year.

Copies of notices to employees may be maintained in personnel files. Medical certification must be maintained in separate files/records and be treated as confidential medical records.

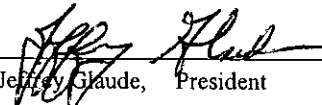
Except as outlined above, the parties agree that existing contractual benefits (including the use of sick leave for personal business and family sickness) will remain in effect in accordance with existing collective bargaining agreements.

For the Town:


James Francis
Town Manager

9.8.06
Date

For the Union:


Jeffrey Glaude, President

9/8/2006
Date

Town of West Hartford Outline of Basic Vision Care-WHPOA

(For active employees and eligible dependents only)

Benefit Schedule

| | <u>In - Network</u> | <u>Non-Network</u> |
|--|----------------------------|---------------------------|
| Eye Examinations | | |
| Comprehensive eye examination performed by Ophthalmologist | 100 % | \$50 reimbursement |
| Comprehensive eye examination performed by Optometrist | 100 % | \$50 reimbursement |
| Benefit frequency - Ages 6 and over | once every 12 months | once every 12 months |
| Standard Lenses (per pair) | | |
| Single Vision | 100 % | \$40 reimbursement |
| Bifocal | 100 % | \$60 reimbursement |
| Trifocal | 100 % | \$80 reimbursement |
| Lenticular | 100 % | \$85 reimbursement |
| Benefit frequency | once every 12 months | once every 12 months |
| Contact Lenses (per pair) | | |
| Medically necessary | 100 % | \$210 reimbursement |
| Elective Selection | 100% up to \$105 | \$105 reimbursement |
| Benefit frequency | once every 12 months | once every 12 months |
| Frames | | |
| Standard frames (as defined by provider) | 100% up to \$50. | \$50 reimbursement |
| Benefit frequency | once every 12 months | once every 12 months |

Day Off Schedule

| | SUN | MON | TUE | WED | THU | FRI | SAT | SUN | MON | TUE | WED | THU | FRI | SAT | SUN | MON | TUE | WED | THU | FRI | SAT |
|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 1 | OFF | OFF | | | | | | OFF | OFF | | | | | | OFF | | | | | OFF | OFF |
| 2 | | OFF | OFF | | | | | | OFF | OFF | | | | | OFF | OFF | | | | | OFF |
| 3 | | | OFF | OFF | | | | | | OFF | OFF | | | | | OFF | OFF | OFF | | | |
| 4 | | | | OFF | OFF | | | | | | OFF | OFF | | | | | OFF | OFF | | | |
| 5 | | | | | OFF | OFF | | | | | | OFF | OFF | | | | | OFF | OFF | | |
| 6 | OFF | | | | | OFF | OFF | | | | | OFF | OFF | | | | | | OFF | OFF | |
| 7 | OFF | OFF | | | | | OFF | OFF | | | | | | OFF | OFF | | | | | OFF | OFF |
| 8 | | OFF | OFF | | | | | OFF | OFF | | | | | | OFF | OFF | | | | | OFF |
| 9 | | | OFF | OFF | | | | | OFF | OFF | | | | | | OFF | OFF | | | | |
| 10 | | | | OFF | OFF | | | | | OFF | OFF | | | | | | OFF | OFF | | | |
| 11 | | | | | OFF | OFF | | | | | OFF | OFF | | | | | | OFF | OFF | | |
| 12 | | | | | | OFF | OFF | | | | | OFF | OFF | | | | | | OFF | OFF | |
| 13 | OFF | | | | | | OFF | OFF | | | | | OFF | OFF | | | | | | OFF | OFF |
| 14 | OFF | OFF | | | | | | OFF | OFF | | | | | OFF | OFF | | | | | | OFF |
| 15 | | OFF | OFF | | | | | | OFF | OFF | | | | | OFF | OFF | | | | | OFF |
| 16 | | | OFF | OFF | | | | | | OFF | OFF | | | | | OFF | OFF | | | | |
| 17 | | | | OFF | OFF | | | | | | OFF | OFF | | | | | OFF | OFF | | | |
| 18 | | | | | OFF | OFF | | | | | | OFF | OFF | | | | | OFF | OFF | | |
| 19 | OFF | | | | | OFF | OFF | | | | | | OFF | OFF | | | | | OFF | OFF | |
| 20 | OFF | OFF | | | | | OFF | OFF | | | | | | OFF | OFF | | | | | OFF | OFF |

EXHIBIT A



Date of Accident 4/1/00
 Payroll Start Date 4/1/00
 BI-Wkly Statutory Amt \$ 1,437.06

Normal Gross Check \$ 2,236.67 Includes Ed Prom Pay

Non-Taxable Wages \$ 450.61
 Taxable Wages \$ 1,786.06

Earnings While on Workers Compensation

\$ 1,437.06 (A) Statutory Amount
 \$ 450.64 (B) Taxable Amount

Gross Wages: \$ 2,236.67 (Includes Ed Prom Pay)

Gross Wages \$ 2,236.67
 IRS Filing Status \$ (348.97)
 Workers Comp Gross Wages \$ 1,887.70

Federal & State Withhol Payroll Declaration
 Federal Withholding \$ 315.40
 Connecticut Withholding \$ 74.60
 Social Security \$ -
 Medicare \$ 31.31
 Total Taxable Withholdings \$ 421.31

IRS Filing Status
 \$ 336.59
 \$ 59.95
 \$ -
 \$ 32.45
 \$ 348.97

Federal & State Withholdings:
 Federal Withholding \$ -
 Connecticut Withholding \$ -
 Social Security \$ -
 Medicare \$ 5.49
 Total Taxable Withholdings \$ 5.49

Non-Taxable Deductions:

Deferred Compensation \$ 307.70 \$ 307.70
 Retirement Plan D \$ 65.43 \$ 65.43
 Town Health \$ 62.10 \$ 62.10
 Medical Section 125 \$ 15.38 \$ 15.38
 Non-Taxable Deductions: \$ 450.61 \$ 450.61

Deductions:

Deferred Compensation \$ 307.70
 Retirement Plan D \$ 66.63
 Town Health \$ 66.63
 Medical Section 125 \$ 15.38
 Credit Union \$ 250.00
 Union Dues \$ 33.00
 Total Deductions \$ 719.34

Taxable Deductions:

Credit Union \$ 250.00 \$ 250.00
 Union Dues \$ 33.00 \$ 33.00
 Total Taxable Deductions \$ 283.00 \$ 283.00

Net Pay: \$ 1,081.75 \$ 1,154.09

Net Pay: \$ 1,162.87

EXHIBIT A



Date of Accident 4/1/00
 Payroll Start Date 4/27/00
 BI-Wkly Statutory Amt \$ 1,525.30

Normal Gross Check \$ 2,566.67 Includes R4 Prem Pay

Non-Taxable Wages \$ 224.25
 Taxable Wages \$ 2,342.42

Earnings While on Workers Compensation

\$ 1,525.30 (A) Statutory Amount
 \$ 606.60 (B) Taxable Amount

Gross Wages: \$ 2,566.67

Gross Wages \$ 2,566.67
 IRS Filing Status \$ (434.77)
 Workers Comp Gross Wages \$ 2,131.90

Federal & State Withholdings: Payroll Declaration
 Federal Withholding \$ 416.67
 Connecticut Withholding \$ 99.64
 Social Security \$ -
 Medicare \$ -
Total Taxable Withholdings \$ 516.31

IRS Filing Status
 \$ 148.99
 \$ 81.78
 \$ -
 \$ 434.77

Federal & State Withholdings:
 Federal Withholding \$ -
 Connecticut Withholding \$ -
 Social Security \$ -
 Medicare \$ -
Total Taxable Withholdings \$ -

Non-Taxable Deductions:

Deferred Compensation \$ -
 Retirement Plan D \$ 75.33
 Town Health \$ 72.00
 Medical Section 125 \$ 76.92
Total Non-Taxable Deductions: \$ 224.25

\$ -
 \$ 75.33
 \$ 72.00
 \$ 76.92
 \$ 224.25

Deductions:

Deferred Compensation \$ -
 Retirement Plan D \$ 63.96
 Town Health \$ 63.96
 Medical Section 125 \$ 76.92
 Credit Union \$ -
 Union Dues \$ 33.00
Total Deductions \$ 237.84

Taxable Deductions:

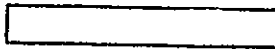
Credit Union \$ -
 Union Dues \$ 33.00
Total Taxable Deductions \$ 33.00

\$ -
 \$ 33.00
 \$ 33.00

Net Pay: \$ 1,793.11 \$ 1,874.65

Net Pay: \$ 1,894.06

EXHIBIT A



Date of Accident 4/3/00
 Payroll Start Date 4/3/00
 Bi-Wkly Statutory Amt \$ 1,328.50

Normal Gross Check \$ 1,846.00

Non-Taxable Wages \$ 135.76
 Taxable Wages \$ 1,710.24

Earnings While on Workers Compensation

\$ 1,328.50 (A) Statutory Amount
 \$ 88.97 (B) Taxable Amount

Gross Wages: \$ 1,846.00

Gross Wages \$ 1,846.00
 IRS Filing Status \$ (428.33)
 Workers Comp Gross Wages \$ 1,417.67

| Federal & State Withholdings: | Payroll Declaration | IRS Filing Status |
|-----------------------------------|---------------------|-------------------|
| Federal Withholding | \$ 264.02 | \$ 332.19 |
| Connecticut Withholding | \$ 71.19 | \$ 69.57 |
| Social Security | \$ - | \$ - |
| Medicare | \$ 25.96 | \$ 26.77 |
| Total Taxable Withholdings | \$ 361.17 | \$ 428.53 |

| Federal & State Withholdings: | |
|-----------------------------------|----------------|
| Federal Withholding | \$ - |
| Connecticut Withholding | \$ - |
| Social Security | \$ - |
| Medicare | \$ 0.67 |
| Total Taxable Withholdings | \$ 0.67 |

| Non-Taxable Deductions: | | |
|--------------------------------------|------------------|------------------|
| Deferred Compensation | \$ 25.00 | \$ 25.00 |
| Retirement Plan D | \$ 55.38 | \$ 55.38 |
| Town Health | \$ 55.38 | \$ 55.38 |
| Medical Section 125 | \$ - | \$ - |
| Total Non-Taxable Deductions: | \$ 135.76 | \$ 135.76 |

| Deductions: | |
|-------------------------|------------------|
| Deferred Compensation | \$ 25.00 |
| Retirement Plan D | \$ 42.52 |
| Town Health | \$ 42.52 |
| Medical Section 125 | \$ - |
| Credit Union | \$ 300.00 |
| Union Dues | \$ 33.00 |
| Total Deductions | \$ 443.04 |

| Taxable Deductions: | | |
|---------------------------------|------------------|------------------|
| Credit Union | \$ 300.00 | \$ 300.00 |
| Union Dues | \$ 33.00 | \$ 33.00 |
| Total Taxable Deductions | \$ 333.00 | \$ 333.00 |

Net Pay: \$ 1,016.07 \$ 948.71

Net Pay: \$ 973.76

